



LEROY D. BACA, SHERIFF

County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169  
*A Tradition of Service*



September 10, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

44 September 10, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE AGREEMENT WITH SENTINEL OFFENDER SERVICES, LLC  
TO PROVIDE THE LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval and execution of an Agreement with Sentinel Offender Services, LLC (Sentinel) to provide the Los Angeles County Offender Monitoring System (LACOMS) to the Department on an as-needed basis.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chairman of the Board to sign the attached Agreement by and between the County of Los Angeles (County) and Sentinel for LACOMS on an as-needed basis with a term of three years and an option to extend for up to two additional one-year periods, plus one additional six-month option period in any increment for a total term not to exceed five years and six months, and an estimated annual cost of \$1,255,000.
2. Delegate authority to the Sheriff or his designee to execute Change Orders and Amendments to the Agreement as set forth throughout the Agreement, including Change Orders and Amendments:  
(a) to effectuate modifications which do not materially affect any term of the Agreement; (b) to add new or revised standard County contract provisions adopted by the Board as required from time to

time, including all applicable documents; (c) to exercise Option Term extensions of the Agreement; (d) to effect an assignment of rights or delegation of duties pursuant to the Assignment by Contractor provision; and (e) to effect modifications incorporating new technologies, methodologies, and techniques into LACOMS (or any portion thereof) at no additional cost to the County.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will allow the Department to continue to place Department-designated offenders on an electronic monitoring system on an as-needed basis. This will provide additional bed space for the highest risk inmates who should serve a greater percentage of their sentence.

## **Implementation of Strategic Plan Goals**

The services provided under the proposed Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 3, Integrated Services Delivery, by enabling the Department to place inmates on an electronic monitoring program that supports the intent of the criminal justice system; making inmates serve 100 percent of the sentence imposed on them.

## **FISCAL IMPACT/FINANCING**

The Department has identified funding in the Department's operating budget.

The estimated cost (based on 1,000 participants using Global Positioning System [GPS] with cellular and without Active Case Management) is \$1,255,000 annually and \$6.9 million for the term of the Agreement, including all options.

The price per tracking device will range from \$2.92 to \$5.75 per day per participating inmate. These daily rates are dependent on the type of monitoring and the number of participating inmates placed on electronic monitoring.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On September 9, 2008, the Board instructed the Department and the County's Probation Department (Probation) to serve as co-correctional administrators of the County's electronic monitoring program services.

On February 3, 2009, the Board approved a modification to Agreement Number 76708 between Probation and Sentinel to allow the Department to utilize Probation's Electronic Monitoring via GPS Services. The Department continues to utilize this agreement, pending approval of the proposed Agreement, that includes County-required provisions, such as jury service, Safely Surrendered Baby, and defaulted property tax reduction.

County Counsel has reviewed and approved the Agreement as to form.

The Chief Information Officer (CIO) recommends approval of the Agreement (CIO Analysis attached).

### **CONTRACTING PROCESS**

On August 17, 2012, the Department released a Request for Proposals (RFP) to solicit proposals from vendors to provide a LACOMS. The Department sent notification of the RFP to 19 vendors via e-mail. The RFP was also posted on the County and Department's websites. A mandatory Proposer's Conference was held on September 18, 2012, which was attended by 11 vendors.

On December 12, 2012, the RFP solicitation closed and the Department received two proposals. An evaluation committee comprised of individuals from the Department reviewed and evaluated the proposals utilizing the informed averaging methodology.

As a result of that evaluation, Sentinel's proposal received the highest score. Therefore, the Department is recommending Sentinel for the Agreement award.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the Agreement will provide the Department with an alternative approach to manage the population of inmates in County custody.

### **CONCLUSION**

Upon Board approval, please return two adopted copies of this Board letter and two original executed copies of the Agreement to the Department's Contracts Unit.

Sincerely,



LEROY D. BACA  
Sheriff



RICHARD SANCHEZ  
Chief Information Officer

LDB:IS:is

Enclosures



RICHARD SANCHEZ  
CHIEF INFORMATION OFFICER

Attachment

Office of the CIO  
**CIO Analysis**

NUMBER:

**CA 13-17**

DATE:

8/22/2013

SUBJECT:

**APPROVE AGREEMENT WITH SENTINEL OFFENDER SERVICES, LLC TO  
PROVIDE THE LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM**

RECOMMENDATION:

☒ Approve

☐ Approve with Modification

☐ Disapprove

CONTRACT TYPE:

☒ New Contract

☐ Sole Source

☐ Amendment to Contract #: Enter contract #.

☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☐ Software

☐ Hardware

☐ Telecommunications

☒ Professional Services

SUMMARY:

Department Executive Sponsor: Sheriff Leroy D. Baca

Description: Approve an Agreement with Sentinel Offender Services, LLC (Sentinel) for a Los Angeles County Offender Monitoring System (LACOMS) with a term of three years and with an option to extend for up to two additional one-year extension periods, plus one additional six-month option period in any increment.

Contract Amount: \$6,900,000

Funding Source: LASD Operating Budget

☐ Legislative or Regulatory Mandate

☐ Subvened/Grant Funded: Enter %

**Strategic and  
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

Under this Agreement, the County will procure services from Sentinel that will provide hardware, software, and services for all target populations. The Contractor will provide a single-unit electronic offender monitoring device that is attached to the ankle of a participating inmate for purposes of tracking the whereabouts of such participant at all times.

BUSINESS DRIVERS:

Sentinel will allow the Los Angeles County Sheriff's Department (LASD) to continue to place monitoring devices on Department-designated offenders who are mandated to serve a portion of their sentence outside of jail confinement on an "as needed" basis.



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**PROJECT ORGANIZATION:**

LASD's Custody Bureau is driving this project. The project has a dedicated Project Manager who will manage the LACOMS implementation and interface.

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**PERFORMANCE METRICS:**

The Agreement includes a Service Level Agreement identifying metrics for implementation services, application management, software maintenance, ad-hoc reports, and Full Active Case Management services, including) ensuring compliance with program case plans, contacting and meeting with participants, periodically monitoring the location of the participant, and updating case files in LACOMS.

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**STRATEGIC AND BUSINESS ALIGNMENT:**

LACOMS application is strategically aligned with the Sheriff's Custody Services Bureau.

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**PROJECT APPROACH:**

The project will be implemented in two phases to ensure orderly transition:

Phase-I: LACOMS Tracking Devices will initially be installed for participants at the Sheriff's Inmate Reception Center and Century Regional Detention Facility. Monitoring of the participants will allow the Department to mitigate some of the effects of AB109.

Phase-II: LACOMS Tracking Devices will be installed for Inmate Worker Program (IWP) participants at the Department's Pitchess Detention Center (PDC). LACOMS will replace the existing inmate worker tracking system currently in use at PDC. LACOMS will also be implemented for IWP Participants housed at Department patrol stations and at various other Department jail facilities.

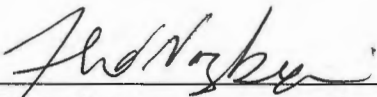
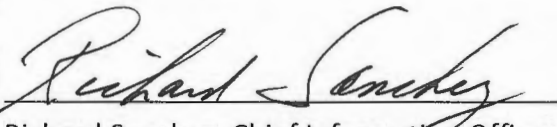
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**ALTERNATIVES ANALYZED:**

Sentinel was selected via a competitive bid process. LASD determined it is more cost-effective to use a commercial-off-the-shelf (COTS) hosted subscription service than developing an in-house application.

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<b>Technical Analysis</b>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>This project is aligned with the County's efficiency initiative. This is a turn-key solution, hosted, and maintained by the vendor. At no additional cost to the County, Sentinel will undertake all corrective action needed to remedy any deficiency, including making additions, adjustments, or other modifications to the System, including replacing the System's hardware and software.</p> <p>Under this license Agreement the County is granted access to use the software on or from an unlimited number of web-accessible devices by an unlimited number of County designated users.</p> <p>There will be a one-direction interface between Sentinel (LACOMS) and LASD's Jail Management System to populate the System with the initial data for the tracking device recipients. This will be conducted via a secure web-services solution (a method of communication between two electronic devices over the Worldwide Web).</p>
<b>Financial Analysis</b>	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <p>Services ..... \$ 6,900,000</p> <p>Ongoing annual costs:</p> <p><b>Sub-total Contract Costs:</b> \$ 6,900,000</p> <p>Other County costs:</p> <p>One-time costs:</p> <p>County staff (existing) ..... \$ 10,000</p> <p><b>Sub-total one-time County costs:</b> \$ 10,000</p> <p>Ongoing annual costs:</p> <p><b>Sub-total ongoing County costs:</b> \$ N/A</p> <p><b>Total one-time costs:</b> \$ 6,910,000</p> <p><b>Total ongoing annual costs:</b> \$ N/A</p> <p>This is a subscription service with no initial implementation cost. Minor one-time cost involved with LASD existing staff to configure firewalls and security access, etc.</p>

<b><i>Risk Analysis</i></b>	<p>RISK MITIGATION:</p> <p>There are minimal risks to this proposed agreement using the COTS system. LACOMS will be fully hosted and maintained by the vendor.</p> <p>The Chief Information Security Officer (CISO) has reviewed the Agreement and did not identify any IT security or privacy related issues.</p>
<b><i>CIO Approval</i></b>	<p>PREPARED BY:</p> <div data-bbox="467 577 1047 709"> Fred Nazarbegian, Sr. Associate CIO</div> <div data-bbox="1104 598 1451 709"><u>8-29-13</u> Date</div> <p>APPROVED:</p> <div data-bbox="467 798 1031 945"> Richard Sanchez, Chief Information Officer</div> <div data-bbox="1104 829 1380 945"><u>8-29-13</u> Date</div>

Please contact the Office of the CIO (213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov)) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**SENTINEL OFFENDER SERVICES, LLC**

**FOR**

**LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM**

**FOR**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

# **AGREEMENT FOR LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM**

## **Table of Contents**

RECITALS .....	1
1. AGREEMENT AND INTERPRETATION.....	1
1.1 Agreement.....	1
1.2 Interpretation .....	1
1.3 Additional Terms and Conditions.....	2
1.4 Construction .....	2
2. DEFINITIONS .....	3
3. ADMINISTRATION OF AGREEMENT – COUNTY.....	8
3.1 County Project Director. ....	8
3.2 County Project Manager.....	9
3.3 Consolidation of Duties.....	9
3.4 County Staff.....	10
4. ADMINISTRATION OF AGREEMENT – CONTRACTOR.....	10
4.1 Contractor Project Director. ....	10
4.2 Contractor Project Manager. ....	10
4.3 Approval of Contractor’s Staff.....	11
5. WORK .....	12
6. CHANGE ORDERS AND AMENDMENTS.....	12
7. TERM .....	13
8. PRICES AND FEES.....	13
8.1 General.....	13

8.2	Maximum Contract Sum .....	14
8.3	No Payment for Services Provided following Expiration/Termination of Agreement.....	14
9.	COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS .....	14
10.	INVOICES AND PAYMENTS.....	14
10.1	Approval of Invoices .....	14
10.2	Detail .....	15
10.3	No Out-of-Pocket Expenses .....	15
10.4	Contractor Responsibility .....	15
10.5	Invoice Discrepancy Report.....	15
10.6	County's Right to Withhold .....	16
10.7	Submission of Invoices .....	16
11.	LIQUIDATED DAMAGES .....	16
12.	NOTICES .....	17
13.	OWNERSHIP AND LICENSE .....	18
14.	THIRD PARTY SOFTWARE .....	19
15.	WARRANTY AND MAINTENANCE SUPPORT .....	20
16.	NEW TECHNOLOGY .....	20
17.	ARM'S LENGTH NEGOTIATIONS.....	21
18.	NO GUARANTY OF WORK.....	21
19.	SURVIVAL .....	21
EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS		
EXHIBIT B – STATEMENT OF WORK		
	ATTACHMENT B-1	FUNCTIONAL AND TECHNICAL REQUIREMENTS, CAPABILITIES, AND FEATURES MATRIX
	ATTACHMENT B-2	XML SYSTEM INTERFACE WITH RAJIS
	ATTACHMENT B-3	SERVICE LEVEL COMPLIANCE MATRIX
EXHIBIT C - PRICING SHEET		

- EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT E1 - CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT
- EXHIBIT E2 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT
- EXHIBIT F - JURY SERVICE ORDINANCE
- EXHIBIT G - SAFELY SURRENDERED BABY LAW
- EXHIBIT H - CONTRACT DISCREPANCY REPORT (CDR)
- EXHIBIT I - INTENTIONALLY OMITTED
- EXHIBIT J - SUPPLEMENTAL CONFIDENTIALITY OF CORI INFORMATION - LASD
- EXHIBIT K - CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER  
THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF  
1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR  
ECONOMIC AND CLINICAL HEALTH ACT (HITECH)



**AGREEMENT  
FOR  
LOS ANGELES COUNTY  
OFFENDER MONITORING SYSTEM**

THIS AGREEMENT is entered into as of the 10th day of September, 2013 by and between the County of Los Angeles ("County") and Sentinel Offender Services, LLC, a limited liability company organized under the laws of Delaware, located at 201 Technology Drive, Irvine, California 92618 ("Contractor"), to provide the Los Angeles County Offender Monitoring System ("LACOMS") for the Los Angeles County Sheriff's Department ("Department") on an "as-needed" basis.

WHEREAS, County, through the Department, desires to enter into an agreement with a private business to provide an offender monitoring System and related services for the Department; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such offender monitoring System and related services required under this Agreement; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

**1. AGREEMENT AND INTERPRETATION**

1.1 Agreement. This base document along with Exhibits A through K, attached hereto, together with any attachments attached hereto or thereto, incorporated herein by this reference, and any executed fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute, and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, deliverable, goods, Services, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit C – Pricing Sheet

1.2.3. Exhibit B – Statement of Work

Attachment B-1 Functional and Technical Requirements,  
Capabilities, and Features Matrix

Attachment B-2 XML System Interface with RAJIS

Attachment B-3 Service Level Compliance Matrix

1.2.4. Exhibit D – Contractor's EEO Certification

1.2.5. Exhibit E1– Contractor's Employee Acknowledgment and Confidentiality  
Agreement

Exhibit E2 - Contractor's Non-Employee Acknowledgment and  
Confidentiality Agreement

1.2.6. Exhibit F - Jury Service Ordinance

1.2.7. Exhibit G - Safely Surrendered Baby Law

1.2.8. Exhibit H - Contract Discrepancy Report (CDR)

1.2.9. Exhibit J - Supplemental Confidentiality of CORI Information – LASD

1.2.10. Exhibit K - Contractor's Obligations as a "Business Associate"  
under the Health Insurance Portability and Accountability Act  
of 1996 (HIPAA) and the Health Information Technology for  
Economic and Clinical Health Act (HITECH)

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1, Agreement, attached hereto as Exhibit A, Additional Terms and Conditions, and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions, Sections, and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and

shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

## 2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 "Active Case Management" means, but is not limited to, ensuring OMP compliance of a Participant; monitoring and/or verification of a Participant's activities; establishing and maintaining curfew schedules; participating in OMP activities such as monitoring participation in programs; notifying the Department of non-compliance by Participants; meeting with Participants as requested on the referral and attending periodic status meeting with the County Project Manager; testifying in court; and providing OMP completion services upon termination of Participants participation in the OMP, as further described in Exhibit B, Statement of Work, of this Agreement.
- 2.2 "Agreement" has the meaning set forth in Paragraph 1.1, Agreement.
- 2.3 "Amendment" has the meaning set forth in Section 6, Change Orders and Amendments.
- 2.4 "Board" means the Los Angeles County Board of Supervisors.
- 2.5 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.6 "Change Order" has the meaning set forth in Section 6, Change Orders and Amendments.
- 2.7 "Contract Discrepancy Report" or "CDR" has the meaning set forth in Paragraph 3.5.
- 2.8 "Contractor" has the meaning set forth in the preamble.
- 2.9 "Contractor Project Director" has the meaning set forth in Paragraph 4.1, Contractor Project Director.
- 2.10 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2, Contractor Project Manager.
- 2.11 "County" has the meaning set forth in the preamble.

- 2.12 "County Counsel" means County's Office of the County Counsel.
- 2.13 "County Designated User(s)" means staff authorized to use Software, as determined by Department, including designated staff of law enforcement and criminal justice agencies in Los Angeles County at the local, County, State, and federal agency level.
- 2.14 "County Indemnitees" means the County, its Special Districts, elected and appointed officers, employee, and agents.
- 2.15 "County Project Director" has the meaning set forth in Paragraph 3.1, County Project Director.
- 2.16 "County Project Manager" has the meaning set forth in Paragraph 3.2, County Project Manager.
- 2.17 "Daily Rate" means the applicable cell in Exhibit C, Pricing Sheet, based on the total combined quantity of all Type of Monitoring units in service. The Daily Rate is an all-inclusive rate which includes, but not limited to, all Services, Hardware, Taxes, Equipment, Warranty and Maintenance Support, and unlimited access to Software by all County Designated Users.
- 2.18 "Deficiency(ies)" means, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, failure, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable specifications or from published or mutually agreed upon industry standards, or any other malfunction, failure or error, including the provision of negligent or substandard workmanship, which results in System or any part thereof, not performing in accordance with the applicable Requirements or other provisions of this Agreement, including Exhibit B, Statement of Work, as determined by the County Project Director.
- 2.19 "Department" has the meaning set forth in the preamble.
- 2.20 "Dispute Resolution Procedure" has the meaning set forth in Exhibit A, Additional Terms and Conditions, Section 2.0, Dispute Resolution Procedure, of this Agreement.
- 2.21 "Documentation" means any and all written and electronic materials provided or made available by Contractor, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions regarding the capabilities, operations, installation, support, and use of the System.
- 2.22 "Equipment" means any and all offender monitoring equipment, including Tracking Devices and home-based equipment, provided by Contractor under this Agreement to meet the Requirements for operation of LACOMS.



- 2.23 "Hardware" means any and all hardware utilized and provided by Contractor under this Agreement to meet the Requirements for operation of LACOMS. Hardware shall include all hardware components, Equipment, and related Documentation. References to Hardware may include one or more components thereof or all Hardware in the System.
- 2.24 "Infringement Claims" has the meaning set forth in Exhibit A, Additional Terms and Conditions, Section 13.0, Intellectual Property Indemnification, of this Agreement.
- 2.25 "Initial Term" has the meaning set forth in Section 7, Term.
- 2.26 "Inmate Worker Program" or "IWP" means the Department program which allows designated offenders remaining in custody to participate in various work programs using electronic offender monitoring.
- 2.27 "Inmate Worker Program Participant" or "IWP Participant" means a Department-designated offender remaining in custody who is allowed to participate in various work programs using electronic offender monitoring.
- 2.28 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.5, Invoice Discrepancy Report.
- 2.29 "Jury Service Program" has the meaning set forth in Exhibit A, Additional Terms and Conditions, Section 33.0, Compliance with Jury Service Program, of this Agreement.
- 2.30 "LACOMS" has the meaning set forth in the preamble and as further described as System.
- 2.31 "License" has the meaning set forth in Section 13, Ownership and License.
- 2.32 "Maximum Contract Sum" has the meaning set forth in Paragraph 8.2, Maximum Contract Sum.
- 2.33 "Monitoring Center" means Contractor's facility used for the purposes of monitoring Participants, as further described in Exhibit B, Statement of Work, and Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this Agreement.
- 2.34 "Monitoring Center Operator(s)" means Contractor's staff assigned to the Monitoring Center that performs the actual monitoring of Participants, as further described in Exhibit B, Statement of Work, and its Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this Agreement.
- 2.35 "Offender Monitoring Program" or "OMP" means the Department program which allows designated offenders to serve a portion of his/her sentence outside of jail

confinement using electronic offender monitoring; non-sentenced offenders may also be placed on electronic offender monitoring

- 2.36 "Offender Monitoring Program Participant" or "OMP Participant" means a Department-designated offender who is mandated to serve a portion of his/her sentence outside of jail confinement using electronic offender monitoring; non-sentenced offenders may also be placed on electronic offender monitoring.
- 2.37 "Option Term" has the meaning set forth in Section 7, Term.
- 2.38 "Participant" means any Department-designated offender under the jurisdiction of the Department identified to undergo electronic offender monitoring, including Offender Monitoring Program Participants and Inmate Worker Program Participants.
- 2.39 "Participant Billable Days" means the number of days, including the day of Tracking Device installation, during the month, if applicable, but excluding the day of Tracking Device removal during the month, if applicable, for each active Participant during the month.
- 2.40 "Requirements" means any and all functional, operational, technical, service/performance level and/or business specifications, requirements, features, standards, and deliverables for the System, all as set forth in this Agreement, including Exhibit B, Statement of Work, and its Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this Agreement, and the Documentation.
- 2.41 "Services" means any development, installation, configuration, customization, implementation, tracking, monitoring, case management, Active Case Management, Training Services, Warranty and Maintenance Support, and all other services performed by or on behalf of Contractor pursuant to this Agreement to meet the Requirements for operation of LACOMS.
- 2.42 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.43 "Software" means any and all computer programs conceived, created, developed, or otherwise utilized and provided by Contractor under this Agreement to meet the Requirements for operation of LACOMS. Software shall include all interfaces, customizations, Updates, additional software components, related Documentation, and Third Party Software. References to Software may include one or more components thereof or all Software in the System.
- 2.44 "Statement of Work" or "SOW" means a written description of the Work required by County under this Agreement, as further described in Exhibit B, Statement of Work, of this Agreement, together with all Attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.

- 2.45 "Subcontractor" means a subcontractor hired by Contractor to provide the Active Case Management or any other service required under this Agreement, approved by County, and as further defined in Section 1.0, Subcontracting, of Exhibit A, Additional Terms and Conditions, of this Agreement.
- 2.46 "System" means the Hardware, Software, and Services provided by Contractor under this Agreement to meet the Requirements for operation of LACOMS. References to the System or LACOMS may include one or more components thereof or the System as a whole.
- 2.47 "Tasks" means one or more major areas of Work to be performed under this Agreement and identified as a numbered Task in Exhibit B, Statement of Work, of this Agreement or any fully executed Change Order or Amendment.
- 2.48 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed. All Taxes shall be paid directly by Contractor.
- 2.49 "Term" has the meaning set forth in Section 7, Term.
- 2.50 "Third Party Software" means third party software and/or tools, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Software in order to meet the Requirements, as further described in Section 14, Third Party Software, of this Agreement.
- 2.51 "Tracking Device" means the single-unit electronic monitoring device or mechanism that is attached to the ankle of a Participant for purposes of tracking the whereabouts of such Participant at all times and consistent with the rules for participation in the program as further described in Exhibit B, Statement of Work, and its Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this Agreement.
- 2.52 "Training Services" means the provision by Contractor of technical staff to train Department staff in all aspects of using the System, including Software, as contemplated by this Agreement, as such Training Services are further described in Exhibit B, Statement of Work, of this Agreement.
- 2.53 "Type of Monitoring" means one of the following four categories of monitoring services provided by Contractor at the Daily Rates as specified in Exhibit C, Pricing Sheet: (a) GPS with Cellular (with Active Case Management), (b) GPS Cellular (without Active Case Management), (c) RF Tethered – landline Connection, or (d) RF Tethered – Cell Phone Connection.
- 2.54 "Updates" means any updates, upgrades, fixes, enhancements, patches, modifications, improvements to functionality, or revisions of the Software or Documentation, as applicable, provided by Contractor under this Agreement.



Updates include modifications to the Software necessary to enable customizations to operate with the Software following installation of an Update but do not include the customizations themselves.

- 2.55 "Warranty and Maintenance Support" has the meaning set forth in Section 15, Warranty and Maintenance Support, and as further described in Exhibit B, Statement of Work, of this Agreement.
- 2.56 "Work" means any and all Tasks, subtasks, deliverables, goods, and other Services performed by or on behalf of Contractor pursuant to this Agreement, including Exhibit B, Statement of Work, and all other Exhibits, and all fully executed Change Orders and Amendments hereto. Without limiting the foregoing, Work includes the provision of the System, including all Hardware, Software, and Services, and all Equipment, labor, and other supplies required to perform the Services and to meet the Requirements for operation of LACOMS.

### **3. ADMINISTRATION OF AGREEMENT – COUNTY**

#### **3.1 County Project Director**

- 3.1.1 "County Project Director" for this Agreement shall be the following person:

Mark A. McCorkle, Captain  
Inmate Reception Center  
450 Bauchet Street  
Los Angeles, California 90012  
Phone number: (213) 893-5165  
Fax number: (323) 415-5920

- 3.1.2 County will notify Contractor of any change in the name or address of County Project Director.
- 3.1.3 Except as set forth in Section 6, Change Orders and Amendments, of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.
- 3.1.5 County Project Director may approve extensions of time for any Work listed in this Agreement; however, this extension shall not extend the Term of this Agreement.

### 3.2 County Project Manager

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Deberah A. Lightel, Sergeant  
Inmate Reception Center  
450 Bauchet Street  
Los Angeles, California 90012  
Phone number: (213) 893-5341  
Fax number: (323) 415-4724

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.2.6 County Project Manager may approve extensions of time for any Work listed in this Agreement; however, this extension shall not extend the Term of this Agreement.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Paragraph 3.1, County Project Director, and the duties of the County Project Manager, which duties are enumerated in Paragraph 3.2, County Project Manager, into one (1) County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no

later than five (5) calendar days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Staff. All County staff assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County staff are assigned only for the convenience of County.

3.5 County Project Manager shall issue a Contract Discrepancy Report or CDR to Contractor whenever a contract discrepancy is identified, as determined by County Project Director or County Project Manager. A sample Contract Discrepancy Report is attached to this Agreement as Exhibit H, Contract Discrepancy Report.

#### **4. ADMINISTRATION OF AGREEMENT – CONTRACTOR**

##### **4.1 Contractor Project Director**

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Lupe Martinez  
205 South Broadway #720  
Los Angeles, California 90012  
Phone number: (213) 613-1729  
Cell number: (562) 244-1793  
Fax number: (213) 613-1740  
E-mail: lmartinez@sentrak.com

4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 During the Term of this Agreement, Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.1.4 Contractor Project Director shall have passed a background check as required by County as further described in Exhibit A, Additional Terms and Conditions, Section 33.0, Background and Security Investigations, of this Agreement.

4.1.5 Contractor shall notify County in writing of any change in the name or address of Contractor Project Director.

##### **4.2 Contractor Project Manager**

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Zahira Valdivia  
205 South Broadway #720  
Los Angeles, California 90012  
Phone number: (949) 836-7113  
Fax number: (213) 613-1740  
E-mail: zvaldivia@sentrak.com

- 4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.
- 4.2.3 During the Term of this Agreement, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than weekly, with County, unless otherwise specified by County Project Manager and/or County Project Director.
- 4.2.4 Contractor Project Manager will ensure that Contractor staff is available 24 hours per day, seven days per week, 365 days per year.
- 4.2.5 Contractor Project Manager shall have passed a background check as required by County as further described in Exhibit A, Additional Terms and Conditions, Section 33.0, Background and Security Investigations, of this Agreement.
- 4.2.6 Contractor will notify County in writing of any change in the name or address of Contractor Project Manager.

#### 4.3 Approval of Contractor's Staff

- 4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 4.3.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Staff and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written

correspondence, or in person) shall be fully fluent in both spoken and written English.

- 4.3.3 All staff employed by and on behalf of Contractor to perform Work under this Agreement shall pass a background investigation as further described in Exhibit A, Additional Terms and Conditions, Section 33.0, Background and Security Investigations, of this Agreement.

## **5. WORK**

- 5.1 Contractor shall fully and timely perform all Work under this Agreement, including pursuant to any fully executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.
- 5.2 Contractor acknowledges that, subject to this Section 5, Work, all Work performed under this Agreement, including pursuant to any fully executed Change Order or Amendment, is payable on a monthly basis in arrears and in accordance with the terms and conditions of this Agreement, including, but not limited to, this Section 5, Work, Section 8, Prices and Fees, and Section 10, Invoices and Payments, of this Agreement.

## **6. CHANGE ORDERS AND AMENDMENTS**

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments). County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, the County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in Exhibit B, Statement of Work, or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.
- 6.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to this Agreement shall be executed by Sheriff and Contractor.



- 6.3 For any change that materially affects the scope of Work, period of performance, price, or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.
- 6.4 Notwithstanding Paragraph 6.3 above, for (1) any Option Term extension of the Agreement beyond the Initial Term, (2) modifications pursuant to Section 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), and (3) modifications incorporating new technologies, methodologies, and techniques into the System (or any portion thereof) at no additional cost to County, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

## **7. TERM**

- 7.1 The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall continue for a period of three (3) years (the "Initial Term"), unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 The County has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to two (2) additional one-year periods, and thereafter for a maximum of six (6) months, in any increment, (each an "Option Term"). Each such Option Term extension shall be in the form of a written Amendment pursuant to Paragraph 6.4 above. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Option Term extension of the Agreement.
- 7.4 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1.

## **8. PRICES AND FEES**

### **8.1 General**

The prices and fees for this Agreement payable by County to Contractor for performing all Tasks, deliverables, goods, Services and any other Work required under this Agreement shall be as set forth on Exhibit C, Pricing Sheet, of this Agreement. Such prices and fees shall be firm and fixed for the Term of this Agreement. Contractor shall not be entitled to payment or reimbursement for any Tasks, deliverables, goods, Services and any other Work, nor for any incidental

or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

## 8.2 Maximum Contract Sum

The "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, including all extension periods. In no event shall the annual total of all amounts expended by County, expressly or by implication, exceed the sum allocated in that fiscal year's budget. All payments under this Agreement shall be in accordance with Exhibit C, Pricing Sheet, of this Agreement.

## 8.3 No Payment for Services Provided Following Expiration/Termination of Agreement

Contractor shall have no claim against County for payment of any money or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

# 9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Exhibit A, Additional Terms and Conditions, Section 6.0, Termination for Convenience, of this Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

# 10. INVOICES AND PAYMENTS

## 10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Director, or designee, as evidenced by the County Project Director's, or designee's, countersignature on the applicable invoice, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.



10.2 Detail. Each invoice submitted by Contractor shall, at a minimum, include:

1. Contractor Name, Address, and Phone Number
2. Agreement Number
3. Billing Period
4. Total number of Participants by Type of Monitoring as described in Exhibit C, Pricing Sheet, of this Agreement.
5. Applicable Daily Rate per Type of Monitoring as described in Exhibit C, Pricing Sheet, of this Agreement.
6. Dollar amount due per Type of Monitoring based upon the total Participant Billable Days and applicable Daily Rate.
7. Total dollar amount.
8. Attachment to be submitted with invoice:

Subdivided by Type of Monitoring, a line item for each Participant included in the invoice identifying Participant's name, booking number, start date and start time, end date and end time, computed Participant Billable Days, and Daily Rate for the Participant.

10.3 No Out-of-Pocket Expenses

Contractor acknowledges that the Daily Rate is an all-inclusive rate and any out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report or IDR to Contractor within ten (10) calendar days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) calendar days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor

within ten (10) calendar days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.6 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.7 Submission of Invoices

Contractor shall submit an original invoice addressed as shown below:

ORIGINAL TO:

Los Angeles County Sheriff's Department  
Captain  
Inmate Reception Center  
450 Bauchet Street  
Los Angeles, California 90012

11. LIQUIDATED DAMAGES

11.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at such person's option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.

11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are correctable over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames, unless otherwise specified in Exhibit B, Statement of Work, Attachment B-3, Service Level Compliance Matrix. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the payment; or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current

circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit B, Statement of Work, Attachment B-3, Service Level Compliance Matrix, of this Agreement, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

- 11.2.3 Upon giving five (5) Business days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 11.3 The action noted in Paragraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.
- 11.4 This Section shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Exhibit B, Statement of Work, Attachment B-3, Service Level Compliance Matrix or Paragraph 11.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

## **12. NOTICES**

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; or (b) by first-class registered or certified mail, postage prepaid; or (c) by facsimile transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) calendar days after deposit in the United States mail as set forth above, on the date of facsimile if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party by giving ten (10) calendar days prior notice thereof in accordance with the delivery procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department  
Inmate Reception Center  
Mark A. McCorkle, Captain  
450 Bauchet Street  
Los Angeles, California 90012  
Fax number: (323) 415-5920

with a copy to:

(2) Los Angeles County Sheriff's Department  
Assistant Director, Contracts  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754-2169  
Fax number: (323) 267-6687

To Contractor: Sentinel Offender Services, LLC  
201 Technology Drive  
Irvine, California 92618  
Attention: Alan Velasquez, Vice President  
Fax number: (949) 453-1554

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

### **13. OWNERSHIP AND LICENSE**

#### **13.1 Ownership**

The System provided to County pursuant to this Agreement, other than Third Party Software, shall remain the property of Contractor, subject in all respects to the License granted to County pursuant to this Section 13, Ownership and License, of this Agreement. Third Party Software shall remain the property of, and is subject to the licenses granted by, the respective third party owners. Notwithstanding the previous sentence, any and all Participant data obtained, acquired, collected, and/or generated by Contractor, including monitoring data, reports, and case files, shall be owned exclusively by County.

#### **13.2 License**

Contractor grants to County, effective upon commencement of this Agreement and throughout the Term of this Agreement, an irrevocable license (the "License"):

13.2.1 To access and use the Software on or from an unlimited number of web-accessible devices by an unlimited number of County Designated Users; and

- 13.2.2 To use, access, copy, and display the Documentation as necessary or appropriate for County Designated Users to fully enjoy and exercise the License; and
- 13.2.3 To use the Hardware as is necessary or appropriate for County Designated Users to fully enjoy the System and to fully enjoy and exercise the License; and
- 13.2.4 To use, access, query, display, print, copy, download, modify, and distribute Participant data and reports on or from an unlimited number of computers, servers, local area networks, and wide area networks by an unlimited number of County Designated Users.

#### **14. THIRD PARTY SOFTWARE**

- 14.1 County acknowledges that the System may utilize Third Party Software. Contractor represents and warrants that it has not modified, and will not modify, such Third Party Software. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the Software, fully satisfy all Requirements and other specifications of this Agreement without the need for any modification of the Third Party Software by Contractor or otherwise.
- 14.2 County acknowledges that it may have to execute certain third party license agreements with respect to all or certain portions of the Third Party Software. These third party license agreements shall be at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license agreement conflicts with this Agreement, including the License, Contractor shall take all necessary action and pay all sums required to provide County with all the rights with respect to the System Software afforded by this Agreement. Contractor warrants that whether or not such third party license agreements are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the Software in accordance with all of the terms of this Agreement. Without limiting the foregoing, Contractor shall be responsible for acquiring and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software in accordance with the License.
- 14.3 In the event it nonetheless becomes necessary to modify any such Third Party Software to satisfy any of the Requirements of this Agreement, Contractor shall promptly, at no cost to County, either: (a) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (b) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County Project Director's reasonable determination, in lieu of modifying such Third Party Software.



## **15. WARRANTY AND MAINTENANCE SUPPORT**

- 15.1 Contractor represents, warrants, and covenants to County that, during the Term of the Agreement, the System, taken as a whole, and all components of the System, including Hardware and Software, provided by Contractor shall perform in accordance with the Requirements and without Deficiencies, in each case, as determined by County Project Director.
- 15.2 Contractor shall undertake, at no additional cost to County, all corrective action needed to remedy each such Deficiency, including making additions, modifications, adjustments, or other repairs to the System, including Hardware and Software, and/or replacing the System, including Hardware and Software, and/or re-performing Services, within the timeframes required, if applicable, under Exhibit B, Statement of Work, of this Agreement. Contractor shall not charge, and County shall not pay, any fees for Warranty and Maintenance Support services during the Term of this Agreement.
- 15.3 If at any time during the Term of the Agreement, Contractor fails to remedy a Deficiency within the specified timeframe set forth in Exhibit B, Statement of Work, of this Agreement, Contractor shall be liable to County in the amount specified in Exhibit B, Statement of Work, Attachment B-3, Service Level Compliance Matrix, of this Agreement, or as specified in Section 11, Liquidated Damages, of this Agreement. Said amount shall be deducted from County's payment to Contractor.
- 15.4 Warranty Pass Through

Contractor shall assign to County all applicable warranties and/or indemnities offered by the manufacturer(s) and provider(s) of the Hardware, Software, and Services and/or other third party hardware and/or Third Party Software and software accessories acquired by County from Contractor to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of such warranties and indemnities shall fully extend to and be enjoyed by County.

## **16. NEW TECHNOLOGY**

- 16.1 Without limiting Contractor's obligation to provide County Updates as a part of Warranty and Maintenance Support services, Contractor and County acknowledge the probability that the technology of the System (or any portion thereof) provided under this Agreement will change and improve during the Term of this Agreement. County desires the flexibility to incorporate into the System any new technologies, as they may become available.
- 16.2 Accordingly, Contractor Project Manager shall, promptly upon discovery and on a continuing basis, apprise County Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the System (or any portion thereof). Upon County's request,

Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System, and provide an estimate of the impact such incorporation will have on the performance of the System (or any portion thereof) and any impact on the System cost.

- 16.3 County, at its discretion, may request that the Agreement be amended to incorporate the new technologies, methodologies and techniques into the System (or any portion thereof) pursuant to the provisions of Section 6, Change Orders and Amendments, of this Agreement.

**17. ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

**18. NO GUARANTY OF WORK**

This Agreement is intended to provide County with an offender monitoring System and related Services on an "as-needed" basis. As such, County does not promise, guaranty, or warrant that it will utilize the System any particular level of Contractor Services, or any Services of Contractor at all during the Term of this Agreement. The determination as to the need for such System and Services shall rest solely within the discretion of County.

**19. SURVIVAL**

The following Sections of this Agreement shall survive its expiration or termination for any reason: Section 1, Agreement and Interpretation, Section 2, Definitions, Section 5, Work, Section 6, Changes Orders and Amendments, Section 8, Prices and Fees, Section 16, New Technology, Section 10, Invoices and Payments, Section 11, Liquidated Damages, Section 12, Notices, Section 13, Ownership and License, Section 14, Third Party Software, Section 15, Warranty and Maintenance Support, Section 17, Arm's Length Negotiations, Section 19, Survival, and all the terms and conditions set forth in Exhibit A, Additional Terms and Conditions, of this Agreement. In addition, any other Sections, Paragraphs, Subparagraphs of, or Exhibits and attachments to, this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, shall so survive.



**AGREEMENT  
FOR  
LOS ANGELES COUNTY  
OFFENDER MONITORING SYSTEM**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES



ATTEST:  
SACHI A. HAMAI  
Executive Officer  
Los Angeles County  
Board of Supervisors

By *Mark Ridley-Thornham*  
Chairman, Board of Supervisors

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

44 SEP 10 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

SENTINEL OFFENDER SERVICES,  
LLC

By *Alan Velazquez*  
Title Vice President

APPROVED AS TO FORM:  
JOHN KRATTLI  
County Counsel

By *Conrad H. Gaudin for MS*  
Senior Deputy County Counsel

# **EXHIBIT A**

## **ADDITIONAL TERMS AND CONDITIONS**

### **LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM**

## TABLE OF CONTENTS

	<u>Page</u>
1.0 SUBCONTRACTING.....	1
2.0 DISPUTE RESOLUTION PROCEDURE.....	3
3.0 CONFIDENTIALITY. ....	4
4.0 TERMINATION FOR INSOLVENCY. ....	8
5.0 TERMINATION FOR DEFAULT.....	8
6.0 TERMINATION FOR CONVENIENCE.....	9
7.0 TERMINATION FOR IMPROPER CONSIDERATION. ....	9
8.0 EFFECT OF TERMINATION.....	10
9.0 WARRANTY AGAINST CONTNGENT FEES. ....	11
10.0 AUTHORIZATION WARRANTY.....	11
11.0 FURTHER WARRANTIES .....	12
12.0 INDEMNIFICATION AND INSURANCE .....	12
13.0 INTELLECTUAL PROPERTY INDEMNIFICATION.....	17
14.0 BUDGET REDUCTIONS.....	19
15.0 FORCE MAJEURE.....	19
16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	19
17.0 COMPLIANCE WITH APPLICABLE LAW .....	21
18.0 FAIR LABOR STANDARDS .....	22
19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES .....	22
20.0 NONDISCRIMINATION IN SERVICES .....	24
21.0 EMPLOYMENT ELIGIBILITY VERIFICATION. ....	24

**TABLE OF CONTENTS**  
(continued)

	<u>Page</u>
22.0 HIRING OF EMPLOYEES.....	24
23.0 CONFLICT OF INTEREST.....	25
24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.....	25
25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE.....	26
26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS .....	26
27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.....	26
28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST .....	26
29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT .....	27
30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	27
31.0 RECYCLED-CONTENT PAPER .....	28
32.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	28
33.0 BACKGROUND AND SECURITY INVESTIGATIONS .....	29
34.0 ACCESS TO COUNTY FACILITIES .....	30
35.0 COUNTY FACILITY OFFICE SPACE .....	30
36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.....	30
37.0 PHYSICAL ALTERATIONS.....	31
38.0 FEDERAL EARNED INCOME TAX CREDIT .....	31
39.0 ASSIGNMENT BY CONTRACTOR.....	31
40.0 INDEPENDENT CONTRACTOR STATUS. ....	32
41.0 RECORDS AND AUDITS.....	32

## TABLE OF CONTENTS

(continued)

	<u>Page</u>
42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES .....	34
43.0 NO THIRD PARTY BENEFICIARIES .....	34
44.0 MOST FAVORED PUBLIC ENTITY .....	34
45.0 COUNTY'S QUALITY ASSURANCE PLAN .....	34
46.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST .....	35
47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM .....	35
48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT .....	35
49.0 SAFELY SURRENDERED BABY LAW .....	35
50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	36
51.0 PUBLIC RECORDS ACT .....	36
52.0 INTENTIONALLY OMITTED .....	36
53.0 WAIVER .....	36
54.0 GOVERNING LAW, JURISDICTION, AND VENUE .....	37
55.0 SEVERABILITY .....	37
56.0 RIGHTS AND REMEDIES .....	37
57.0 NON EXCLUSIVITY .....	37
58.0 FACSIMILE .....	37
59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM .....	37
60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM .....	38
61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS .....	38

**TABLE OF CONTENTS**  
(continued)

	<u>Page</u>
62.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) .....	39
63.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	39
64.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	39

## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) (herein this "Exhibit") have the meanings given to such terms in Section 2 (Definitions) of the Agreement.

#### 1.0 SUBCONTRACTING

##### 1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Section 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Section 1.0 (Subcontracting) shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

##### 1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such Subcontractor and why such Subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed Subcontractor which establishes that the Subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a Subcontractor, then in addition to the foregoing, Contractor shall provide:
  - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior



written approval of the County Project Director, which approval shall not be unreasonably withheld; and

- ii. Any other information and/or certifications reasonably requested by County.

1.2.5 The County Project Director will review Contractor's request to subcontract and determine, in his/her discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4 above, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.6 Contractor shall obtain an executed Exhibit E2 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) for each of Subcontractor's employees performing Work under the subcontract. Such agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such Subcontractor employee commences performing Work under the Agreement.

### 1.3 Contractor Responsibilities

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all Subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the Subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any fully executed Change Order or Amendment hereto as it relates to or affects the Work performed by Subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all Subcontractors and their officers, employees, and agents. County shall have no liability or

responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

## **2.0 DISPUTE RESOLUTION PROCEDURE**

### **2.1 General**

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure) of this Exhibit (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

### **2.2 Continued Work**

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

### **2.3 Dispute Resolution Procedures**

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to their respective Contractor Project Manager and County Project Manager for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Contractor Project Manager and County Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Contractor Project Director and County Project Director for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Contractor Project Director and County Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as otherwise provided by law.

#### 2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedures), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

#### 2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under the Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

### 3.0 CONFIDENTIALITY

#### 3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's

performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, Subcontractors, and agents providing Work hereunder or having access to Participant data, of the confidentiality provisions of the Agreement. Contractor shall provide an executed Exhibit E1 (Contractor Employee Acknowledgement and Confidentiality Agreement) of the Agreement for each of its employees performing Work or having access to Participant data under the Agreement and an executed Exhibit E2 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of the Agreement for each of its agents and Subcontractor employees performing Work or having access to Participant data under the Agreement. The aforementioned exhibits shall be delivered to the County Project Manager prior to the commencement of the employee's, agent's, and Subcontractor employee's Work or access to Participant data under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.1.4 Contractor shall provide an executed Exhibit J (Supplemental Confidentiality of CORI Information – LASD) of the Agreement for each employee, agent, and Subcontractor employee performing Work or having access to Participant data under the Agreement prior to employee's, agent's, or Subcontractor employee's commencement of Work or obtaining access to Participant data under the Agreement.

### 3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County and/or maintain such records and information according to Section 42.0 (Records and Audits) or as otherwise required by written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

### 3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of the Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of the Agreement, County shall not be obligated in any way under the Agreement for:



- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Re-solicitation of Bids, Proposals, or Information) of this Exhibit.

#### 3.4 Use of County Name; Publicity

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term of the Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name; Publicity) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

#### 3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).



#### **4.0 TERMINATION FOR INSOLVENCY**

- 4.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- 4.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 4.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 4.1.3 The appointment of a Receiver or Trustee for Contractor; or
  - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors.
- 4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by, or under the Agreement.

#### **5.0 TERMINATION FOR DEFAULT**

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of the Agreement, if, in the judgment of the County Project Director:
- Contractor has materially breached the Agreement; or
  - Contractor fails to timely provide and/or satisfactorily perform any Task, deliverable, Service, or other Work required under the Agreement; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under the Agreement, or of any obligations of the Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 5.2 In the event that County terminates the Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of the Agreement to the extent not terminated under the provisions of this Section.

- 5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

## **6.0 TERMINATION FOR CONVENIENCE**

### **6.1 Termination for Convenience**

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

### **6.2 No Prejudice; Sole Remedy**

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with the Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

## **7.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the

County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.0 EFFECT OF TERMINATION**

### **8.1 Remedies**

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 11.0 (Liquidated Damages), of the body of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

### **8.2 Transition Services**

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including

expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit or Paragraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Pricing Sheet) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

### 8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

## 9.0 WARRANTY AGAINST CONTINGENT FEES

- 9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 9.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

## **11.0 FURTHER WARRANTIES**

In addition to the warranties elsewhere in the Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the Agreement, including Exhibit B (Statement of Work).
- 11.4 All Work shall be performed in a timely and professional manner by qualified Contractor staff .
- 11.5 Contractor and each of its staff performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

## **12.0 INDEMNIFICATION AND INSURANCE**

### **12.1 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **12.2 General Provisions for All Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of the Agreement and until all of its obligations pursuant to the Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 12.2 (General Provisions for All Insurance Coverage) and Paragraph 12.3 (Insurance Coverage) of this Exhibit. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any



other contractual obligation imposed upon Contractor pursuant to the Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement.

**12.2.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under the Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in the Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department  
Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754  
Attention: Contract Compliance Manager

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor



employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to the Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **12.2.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **12.2.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate the Agreement.

#### **12.2.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate the Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, the County may purchase the Required

Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**12.2.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**12.2.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to the Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**12.2.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to the Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**12.2.8 Subcontractor Insurance Coverage Requirements**

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

**12.2.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **12.2.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of the Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### **12.2.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **12.2.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **12.2.13 Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **12.2.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### **12.3 INSURANCE COVERAGE**

**12.3.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

**12.3.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to the Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**12.3.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **12.3.4 Unique Insurance Coverage**

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to the Agreement, with limits of not less than \$2 million per claim and \$4 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement's expiration, termination or cancellation.

### **13.0 INTELLECTUAL PROPERTY INDEMNIFICATION**

**13.1 Indemnification Obligation.** Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by the Agreement to the County; (ii) that no consent of any other person or entity is required by Contractor to grant such right other than consents that have been obtained and are in effect; (iii) that County is entitled to use the System without interruption, subject only to County's obligation to make

the required payments and observe the License terms under this Agreement. Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the System or other Tasks, deliverables, goods, Services or other work licensed or acquired hereunder or the operation and utilization of Contractor's Work under the Agreement (collectively in this Section 13.0 (Intellectual Property Indemnification) "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or the Agreement, County shall be entitled to reimbursement for all such costs and expenses.

- 13.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the System or other Tasks, deliverables, goods, Services or other Work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the System or other Tasks, deliverables, goods, Services or other Work licensed or acquired hereunder, or part(s) or component(s) thereof, with another system, hardware, software, or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the System or other Tasks, deliverables, goods, Services or other Work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

- 13.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Paragraph 13.2 above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the software or damages or other costs or expenses (in this Paragraph 13.3, "County's Remedial Acts"). Contractor shall indemnify County under Paragraph 13.1 (Indemnification Obligation) for all amounts paid and all direct and indirect



costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under the Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

#### **14.0 BUDGET REDUCTIONS**

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of the Agreement (including any extensions), and the services to be provided by Contractor under the Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in the Agreement.

#### **15.0 FORCE MAJEURE**

Except with respect to defaults of any Subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's Subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 15.0 (Force Majeure), the terms "Subcontractor" and "Subcontractors" mean subcontractors at any tier.

#### **16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

16.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.



- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 16.3 County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including the Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide

change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 16.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.10 These terms shall also apply to Subcontractors of County contractors.

## **17.0 COMPLIANCE WITH APPLICABLE LAW**

- 17.1 In the performance of the Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference.
- 17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County

with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **18.0 FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's and/or Subcontractor's employees.

## **19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES**

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification attached hereto as Exhibit D (Contractor's EEO Certification) of the Agreement.

19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:

19.4.1 Title VII, Civil Rights Act of 1964;

- 19.4.2 Section 504, Rehabilitation Act of 1973;
- 19.4.3 Age Discrimination Act of 1975;
- 19.4.4. Title IX, Education Amendments of 1973, as applicable; and
- 19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
- 19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit.
- 19.6 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.



## **20.0 NONDISCRIMINATION IN SERVICES**

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

## **21.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

21.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Paragraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

## **22.0 HIRING OF EMPLOYEES**

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any project director, project manager, or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the

Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

### **23.0 CONFLICT OF INTEREST**

- 23.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 23.0 (Conflict of Interest) shall be a material breach of the Agreement.

### **24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION**

- 24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.



## **25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

## **26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should Contractor require additional or replacement staff after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Section, "GAIN") or General Relief Opportunity for Work (in this Section, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

## **27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

## **28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST**

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's or Subcontractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of the Agreement by Contractor, for which County may immediately terminate the Agreement.

**29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

- 29.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.
- 29.2 CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

**30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 30.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate the Agreement pursuant to Section 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

### **31.0 RECYCLED-CONTENT PAPER**

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

### **32.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

#### **32.1 Jury Service Program**

The Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F (Jury Service Ordinance) and incorporated by reference into and made a part of the Agreement.

#### **32.2 Written Employee Jury Service Policy.**

32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under the Agreement, the Subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0 (Compliance with Jury Service Program)

shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.

32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4 Contractor's violation of this Section 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

### **33.0 BACKGROUND AND SECURITY INVESTIGATIONS**

33.1 Each of Contractor's staff, including but not limited to, Monitoring Center Operators and Subcontractor staff performing services under this Agreement, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation

33.2 If a member of Contractor's or Subcontractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the Term of the Agreement. County will not provide to Contractor, Contractor's staff, Subcontractor, or Subcontractor's staff any information obtained through the County's background investigation.

33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's or Subcontractor's staff that does not pass such

investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

33.4 Disqualification of any member of Contractor's or Subcontractor's staff pursuant to this Section 33.0 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of the Agreement.

33.5 County may at any time require Contractor to do a more detailed background and security investigation of Contractor's staff at Contractor's expense, unless otherwise specified by County Project Director.

#### **34.0 ACCESS TO COUNTY FACILITIES**

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's staff shall be accompanied by County staff at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

#### **35.0 COUNTY FACILITY OFFICE SPACE**

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

#### **36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or



under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

### **37.0 PHYSICAL ALTERATIONS**

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director.

### **38.0 FEDERAL EARNED INCOME TAX CREDIT**

Contractor shall notify its employees and shall require each Subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at [www.irs.gov](http://www.irs.gov).

### **39.0 ASSIGNMENT BY CONTRACTOR**

- 39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.
- 39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 39.1 of this Exhibit.
- 39.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### **40.0 INDEPENDENT CONTRACTOR STATUS**

- 40.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any staff provided by or on behalf of Contractor.
- 40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 40.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit.

#### **41.0 RECORDS AND AUDITS**

- 41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall

be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 41.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 41.3 If, at any time during or after the Term of the Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) calendar day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

41.4 Failure on the part of Contractor to comply with any of the provisions of this Section 41.0 shall constitute a material breach upon which County may terminate or suspend the Agreement.

#### **42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of the Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Los Angeles County Sheriff's Department Contracts Unit, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

#### **43.0 NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

#### **44.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the Term of the Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

#### **45.0 COUNTY'S QUALITY ASSURANCE PLAN**

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in Exhibit B, Statement of Work, Attachment B-3, Service Level Compliance Matrix, of the Agreement.



**46.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement staff after the effective date of the Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of the Agreement.

**47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM**

If applicable, Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

**48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of the Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of the Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of the Agreement.

**49.0 SAFELY SURRENDERED BABY LAW**

**49.1 Notice to Employees**

Contractor shall notify and provide to its employees and shall require each Subcontractor performing Work under the Agreement to notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G (Safely Surrendered Baby Law) of the Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**49.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at



Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Contractor and County agree that, during the term of the Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **51.0 PUBLIC RECORDS ACT**

51.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 41.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for the Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

51.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **52.0 INTENTIONALLY OMITTED**

#### **53.0 WAIVER**

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

#### **54.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **55.0 SEVERABILITY**

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

#### **56.0 RIGHTS AND REMEDIES**

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

#### **57.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **58.0 FACSIMILE**

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 60.1 The Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 60.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 60.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 60.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting an Agreement award.

## **61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS**

Notwithstanding any other provision of the Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of the Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for the Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for the Agreement, then the Agreement shall

terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

**62.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under the Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit K (Contractor's Obligations as a "Business Associate" under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit K (Contractor's Obligations as a "Business Associate" under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)) (Business Associate Agreement), of the Agreement.

**63.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

63.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

63.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of the Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

**64.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 63.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate the Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

\* \* \* \* \*

## **EXHIBIT B**

### **STATEMENT OF WORK**

#### **LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM**



## TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	INTRODUCTION .....	1
2.0	GENERAL SCOPE OF WORK.....	4
3.0	SPECIFIC TASKS .....	6
4.0	WARRANTY AND MAINTENANCE SUPPORT .....	17
5.0	QUALITY CONTROL PLAN.....	20

ATTACHMENT B-1: FUNCTIONAL AND TECHNICAL REQUIREMENTS,  
CAPABILITIES, AND FEATURES MATRIX

ATTACHMENT B-2: XML SYSTEM INTERFACE WITH RAJIS

ATTACHMENT B-3: SERVICE LEVEL COMPLIANCE MATRIX

## **STATEMENT OF WORK**

### **1.0 INTRODUCTION**

- 1.1 This Statement of Work (SOW) defines the general scope of Work, specific Tasks, Maintenance and Warranty Support, and quality assurance plan for the Los Angeles County Offender Monitoring System (LACOMS) for the Los Angeles County Sheriff's Department (Department). Contractor's Hardware, Software, and related Services shall meet the Requirements of this Agreement with customization of the Software as specified herein. The required customizations involve an interface to the Department's jail management system and customized queries and reports.
- 1.2 Contractor shall provide a single-unit electronic offender monitoring device (Tracking Device) that is attached to the ankle of a Participant for purposes of tracking the whereabouts of such Participant at all times consistent with the rules for participation in the LACOMS program. Contractor shall provide electronic offender monitoring, on an "as-needed" basis, using two (2) distinct levels of tracking:
  - 1) Global Positioning System (GPS) tracking combined with indoor tracking via cell tower triangulation (Cellular) that provides universal coverage.
  - 2) Passive Radio Frequency (RF) Tethers for home or limited area detention.
- 1.3 Contractor shall provide Hardware, Software, and Services for all target populations. Contractor shall be responsible for enrolling the Participants in the System, installing Tracking Devices, removing Tracking Devices, managing Hardware, providing instructions to the Participants, electronically monitoring the Participants, responding to certain alerts as determined by the Department, notifying the Department of alerts, maintaining Participant case files in the System, and providing ongoing System support. In addition to these ongoing Services, Contractor shall provide initial installation and configuration of Software, training, development of a customized interface, and all other customizations necessary to meet Requirements of this Agreement.
- 1.4 For selected target populations, Contractor shall also provide full Active Case Management services. Active Case Management services include: ensuring compliance with program case plans, contacting and meeting with Participants, periodically monitoring the location of the Participant, updating case files in the System, and providing related services for managing the caseload as identified in this SOW. All law enforcement

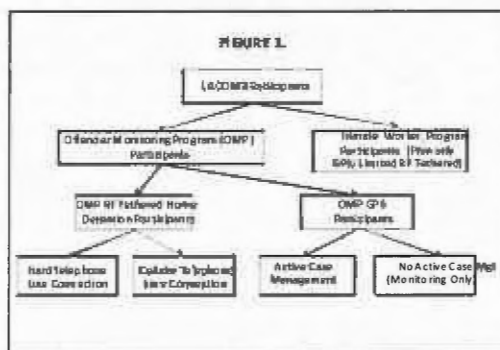
services, such as arrest for violation of home detention conditions or entry into an exclusion zone, shall remain a Department function.

- 1.5 The target populations for participation in the LACOMS program include, but are not limited to, the following:

1.5.1 Offender Monitoring Program (OMP) Participants - a population consisting of Department-designated offenders who will be mandated to serve a portion of their sentence outside of jail confinement using electronic offender monitoring via Tracking Devices. In addition, non-sentenced offenders may also be placed on electronic offender monitoring via Tracking Devices. One subset of the OMP Participant population will require GPS tracking for travel within specified zones and for specified time frames. At the option of the Department, some of these OMP Participants will require Active Case Management by Contractor. Another subset of OMP Participants confined solely to their home will require only passive monitoring using RF Tethered tracking.

1.5.2 Inmate Worker Program (IWP) Participants – a population consisting of inmates remaining in custody but who are allowed to participate in various work programs using electronic offender monitoring via Tracking Devices. This population consists of IWP Participants assigned to work at outdoor locations, as well as IWP Participants assigned to Department patrol stations or various other Department jail facilities.

- 1.6 See Figure 1 below for a breakdown of the LACOMS Participants.



- 1.7 LACOMS Tracking Devices shall initially be installed for OMP Participants at the Department's Inmate Reception Center (IRC) and Century Regional Detention Facility (CRDF). County reserves the right to add additional installation facilities throughout the Term of the Agreement. The electronic monitoring of OMP Participants will allow the Department to mitigate some of the effects of AB109.

- 1.8 LACOMS Tracking Devices will be installed for IWP Participants at the Department's Pitchess Detention Center (PDC). LACOMS will replace the existing inmate worker tracking system currently in use at PDC. LACOMS will also be implemented for IWP Participants housed at Department patrol stations and at various other Department jail facilities.
- 1.9 The target populations will be implemented in one (1) or more phases to ensure an orderly transition. County reserves the right to add additional target populations for participation in the LACOMS program throughout the Term of the Agreement.
- 1.10 The System shall be a turnkey operation with Contractor providing ongoing Warranty and Maintenance Support subsequent to rollout of the System and throughout the Term of the Agreement. It will not be necessary to change the Department's technical infrastructure to support LACOMS as the GPS, Cellular, and RF Tethered systems are all external to the Sheriff's Data Network.
- 1.11 The goals and objectives for the LACOMS program consist of the following:
  - 1.11.1 Increase the availability of jail beds for high-risk inmates and, consequently, increase the percentage of jail sentence time actually served;
  - 1.11.2 Reduce the overall cost of detention by providing the LACOMS program as an alternative to incarceration for selected inmates;
  - 1.11.3 Provide a mechanism to efficiently and effectively manage the influx of inmates resulting from the state prison realignment initiative;
  - 1.11.4 Replace the existing inmate worker tracking system with a more comprehensive and effective tracking system;
  - 1.11.5 Improve public safety in neighborhoods impacted by inmate worker programs;
  - 1.11.6 Ensure the timely apprehension of Participants that do not remain compliant with the conditions of the program;
  - 1.11.7 Reduce the frequency of escapes by inmate workers;
  - 1.11.8 Provide real-time visibility of Participants' current location on a mapped display; and

- 1.11.9 Provide a mapping software tool to support the investigation of crimes.

## **2.0 GENERAL SCOPE OF WORK**

- 2.1 Contractor shall provide electronic offender monitoring services, on an "as-needed" basis, using both RF Tethered and GPS/Cellular technologies on a twenty-four (24) hour continuous basis. For some Participants designated by the Department, Contractor shall provide Active Case Management services as outlined in this SOW. The Department anticipates, but does not guarantee, an eventual average daily enrollment of more than 3,500 LACOMS program Participants. Although the actual percentages may change, it is anticipated for planning purposes that approximately fifty percent (50%) of the OMP Participants will require RF Tethered (home detention only), forty percent (40%) will require GPS monitoring without Active Case Management, and the remaining ten percent (10%) will require GPS monitoring with Active Case Management. IWP Participants may be equipped with either technology depending on their assignment and physical constraints of the facility to which they are housed.
- 2.2 For all Participants, Contractor shall provide onsite enrollment, orientation, onsite Equipment installation, ongoing Equipment maintenance, RF Tether or GPS/Cellular electronic offender monitoring, monitoring data, case file maintenance, web-based query of Participant data and reporting through Contractor-provided Software, and Equipment removal. Contractor shall also provide updated Hardware and Software, as appropriate, throughout the Term of the Agreement to replace Hardware and Software based upon outmoded technology.
- 2.3 For certain OMP Participants, Contractor shall also provide Active Case Management. Active Case Management services shall include, but shall not be limited to:
- Ensuring OMP Participant's program compliance through verification by Contractor's case managers
  - Establishing and maintaining curfew schedules
  - Monitoring program participation
  - Notifying the Department of non-compliance by OMP Participant
  - Meeting with OMP Participants face-to-face on a monthly basis
  - Attending periodic status meetings with the County Project Manager
  - Testifying in court
  - Providing program completion services as defined in Task 7 upon termination of OMP Participant's participation in the program



2.4 Contractor shall provide:

- A primary and a secondary backup Monitoring Center to monitor Participants
- A means of verifying a Participant's unauthorized departures from the place of confinement, including curfew and location violations
- Timely notification to the designated Department staff of a Participant's probable violation of program rules, as further described throughout this SOW

2.5 The following is a general list of required System features, functions, and capabilities. They are more fully defined in this SOW, including Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW, and elsewhere in the Agreement.

- Active and passive electronic offender monitoring
- Tamper-resistant Tracking Devices with tamper alarms
- Single Tracking Device attached to the ankle
- Easy to understand written instructions for Participants
- Written instructions to be provided in English and Spanish
- Password protected, web-based access to System
- Capability to establish inclusion/exclusion zone
- Flexible curfew scheduling
- 24-hour continuous monitoring and alert notification
- Secured web-based queries and reports
- System interface to enable the electronic transfer of enrollment data to the System database

2.6 As further described in the Agreement, including this SOW and Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW, Contractor shall provide the following support services:

- Active Case Management services
- Warranty and Maintenance Support
- Within 24 hours repair and parts replacement for inoperative Equipment
- Operational manuals
- Equipment Updates/upgrades
- Twenty-four (24) hour troubleshooting hot-line
- Begin resolution of any System problems within one (1) hour of alert/notification
- Periodic face-to-face contact between Contractor representatives and the Department for the purpose of information sharing and problem solving

- Capability for web-based on-line review of Participant case file activity
- Response to and correction of alarms (such as tamper alert, low battery, and Equipment malfunction) for those alarms other than the non-compliant alarms which are reported to and resolved by the Department.

## 2.7 Data and Reporting Procedures

2.7.1 Contractor shall maintain complete and accurate records regarding a Participant's participation in program. Contractor shall make ongoing required queries and reports available to the Department in an electronic form via Contractor's internet website as described in Reference Numbers S1.0 – S16.0 and D1.0 – D7.0 of Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW. The website shall be secure to allow authorized users to view specific Participant data and reports. The website must be password protected, and available only to authorized Department, local law enforcement, and Probation staff. The website must be available a minimum of ninety-nine point ninety-six percent (99.96%) of the time (other than planned downtime) on a twenty-four (24) hours per day, seven (7) days per week basis, as specified in Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW.

2.7.2 Contractor shall track and log authorized and unauthorized user access success and failure. Contractor shall log security administration activities and make all logs available to Department upon request by Department.

## 3.0 **SPECIFIC TASKS**

Contractor shall provide the System to the Department in accordance with the Requirements, specifications, terms, and conditions set forth in this SOW and elsewhere in the Agreement. The specific tasks to be accomplished, including a description of the services to be provided and associated business processes related to Participants, are defined in this section of the SOW. Some minor modifications to the Tasks and business processes may be required to accommodate other potential target populations. Such modifications will be accomplished through an Amendment to the Agreement executed by County and Contractor in accordance with Section 6, Change Orders and Amendments, of the Agreement.

Specific functional and technical requirements as well as implementation and support services for LACOMS are identified in Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, to this SOW.

Contractor shall provide all Equipment (Hardware and components) necessary to perform the tasks and meet Requirements of this Agreement, including but not limited to, Tracking Devices, transmitters, receivers, accessory equipment, computers, and facsimile machines, and Contractor shall maintain and support all such Equipment, as further described in Section 4.0, Warranty and Maintenance Support, of this SOW.

**Task 1      Project Planning**

Contractor shall develop a Project Control Document (PCD) that shall include a detailed work plan, work breakdown structure, milestone chart, communication plan, training plan, and Contractor's project organization and staffing. Contractor shall manage project activities and track project status. Project status reports shall be prepared on a monthly basis by Contractor. The project status report shall include, but shall not be limited to, plans, progress, and issues tracked against the PCD.

As part of Project Planning and prior to the initiation of Task 2, Enrollment, Contractor shall complete the following additional subtasks:

- (1) Initial configuration of the System Software for use by County including populating the Notification Requirements Matrix as specified in Reference Number M1.2 of Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW.
- (2) Submission of the following Documentation to County Project Director:
  - a. Contingency plan as specified in Reference Number M6.0 of Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW
  - b. Documentation of System's data security infrastructure and security monitoring system as specified in Reference Number M8.1 of Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW
  - c. Technical Documentation of battery life as specified in Reference Number T6.2 of Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW
  - d. Documentation of how Contractor prohibits, detects, and reports unauthorized access to the System as specified in Reference Number D5.0 of Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW.

**Deliverable 1****Project Control Document (PCD) and Monthly Status Reports**

Contractor shall prepare and deliver a PCD inclusive of the components identified in Task 1. Contractor shall deliver configured System Software and Documentation as specified in Task 1. Contractor shall also prepare and deliver monthly status reports throughout the Term of the Agreement.

**Task 2****Enrollment**

Contractor shall accept referrals from the Department via Contractor's web-based Software, e-mail, and/or telephone calls with fax confirmation follow-up.

The Department will provide Contractor with a referral and an enrollment package for each Participant one (1) Business Day in advance of enrollment in the LACOMS program. The referral will include the Department's staff contact information. The enrollment package will include, as appropriate for the type of Participant, personal data, curfew data, location restrictions such as inclusion and exclusion zones, case management requirements, level of monitoring required, pre-release risk assessment, and other data required for enrollment of the Participant in the LACOMS program.

Contractor shall enroll Participants in the database, face-to-face, at the Department's IRC, CRDF, PDC or other designated facility within one (1) Business Day of receiving a referral and enrollment package from the Department.

Contractor shall enter Participant's information into Contractor's web-based Software. Initial enrollment data will normally be transferred electronically from the Department's jail management system to Contractor's database using a customized xml interface (See Task 12 below). Contractor shall supplement the interfaced data with additional enrollment data including the creation of an electronic case file only for each Participant. At the end of each Business Day, Contractor shall provide County with a report confirming all of that day's enrollments.

Electronic case files shall be established to provide a documented record of all Participant information and activities during the time that the Participant is electronically monitored. The electronic case file shall contain all Participant documentation, including, at a minimum, the enrollment package and any subsequent program data related to the Participant. Contractor shall ensure the confidentiality of all electronic case files and Participant data. All Participant data and electronic case

files shall be the property of the County and shall be made available to County at any time upon request.

**Deliverable 2      Enrolled Participants**

Comprehensive enrollment data, as specified in Task 2, Enrollment, of this SOW shall be entered into the Participant database for all enrollees.

**Task 3      Orientation and Equipment Installation**

During the enrollment process, Contractor shall orient and install Tracking Device on Participant during the mutually agreed upon regular schedule for orientation and installation within one (1) Business Day of receipt of the referral from the Department. Contractor shall provide Participants with an orientation to familiarize the Participants with the program requirements and the Equipment. Contractor shall also provide the Participants with (1) written documentation of the rules, regulations, Department's grievance procedures, and Contractor contact information, and (2) written instructions regarding Equipment; all written documentation and Equipment instructions shall be available in both English and Spanish.

Additionally, during the enrollment process, Contractor shall install the Tracking Device on the Participants at IRC, CRDF, PDC, or other designated facility. However, County reserves the right to install the Tracking Device on the Participant if needed at County's sole discretion.

Contractor shall be available to enroll, orient, enter, and install every Business Day as required. Orientation and installation shall take place at regular scheduled times at up to two (2) sessions per Business Day to be mutually scheduled between the Department and Contractor based on the volume of regular scheduled referrals beginning at an agreed upon scheduled time and continuing until processing of all referrals has been completed. (Example: M-F 11am-12pm and 6pm-7pm). Tracking Devices shall be activated on the Participants.

OMP Participants who are RF Tethered shall be instructed to go immediately home to establish a connection between the Equipment and the Monitoring Center. For any unsuccessful connections, Contractor shall perform remote diagnostics and, where necessary, Contractor shall make a follow-up technical service call for RF Tethered OMP Participants at their home within twenty-four (24) hours to remedy connection and/or monitoring issues.

Contractor shall work with Department staff to ensure that IWP Participants establish a connection between the Equipment and the Monitoring Center. For any unsuccessful connections, Contractor shall



perform remote diagnostics and, where necessary, Contractor shall make a follow-up technical service call for RF Tethered IWP Participants at the jail facility within twenty-four (24) hours to remedy connection and/or monitoring issues.

**Deliverable 3      Equipment Installed and Participants Oriented**

Upon completion of Task 3, Participants will have Equipment installed and orientation completed.

**Task 4      Electronically Monitor Participants on a Continuous Basis**

Upon completion of the enrollment and installation process, all Participants shall be electronically monitored continuously at the Monitoring Center on a twenty-four (24) hours per day, seven (7) days per week basis by Contractor's Monitoring Center Operators. It is Contractor's responsibility to account for and document electronically in the Participant database a Participant's location twenty-four (24) hours per day. System availability, recovery time, and other system performance requirements are specified in Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, and Attachment B-3, Service Level Compliance Matrix, of this SOW. Non-compliance of the continuous monitoring system performance requirements shall be subject to the fees as defined in Attachment B-3, Service Level Compliance Matrix.

All alerts on all Participants shall be sent to designated Department staff identified in the referral via email, text message, fax, and/or voice calls at the discretion of the Department. Notifications of alert violations shall be made to designated Department staff within the time frames for notification to be made by the Monitoring Center based upon the type of alert as documented in the agreed upon Notification Requirements Matrix and specified in Reference Number M1.2 of Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW.

All notifications shall also be maintained in full audit logs identifying the date/time stamp of the notification, type of alert, methods of notification, and Department staff notified. Contractor shall document the results of any verification calls in the System for web-based access by authorized Department staff.

Following the occurrence of Equipment-related alerts (for example: power/phone disconnect/reconnect, cannot connect, low battery) Contractor shall contact the OMP Participant to remedy Equipment-related alerts. Contractor shall coordinate with the Department to remedy Equipment-related alerts for IWP Participants.

#### **Deliverable 4      Continuous Monitoring Services**

Contractor shall electronically monitor all active Participants and document all active Participant's location on a continuous basis throughout the Term of the Agreement as specified in Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, and Attachment B-3, Service Level Compliance Matrix.

#### **Task 5      Manage Changes in Case Plans**

Contractor shall make changes in case plans based upon the Participant's work hours, travel time, and outside activities that have been documented and approved by Department staff. Prior to commencement of services, the Department and Contractor shall mutually establish and document, in writing, parameters for accepting and processing Participant case plan changes. Such written documentation shall be incorporated herein by this reference.

Any Participant case plan change processed by Department staff shall be via Contractor's web-based Software. The Department may request Participant case plan changes to Contractor via website log-in or secondarily by email, or telephone with fax follow-up confirmation.

Any Participant case plan change processed by Contractor shall be via Contractor's web-based Software. All Participant case plan changes shall be per the parameters agreed upon by Contractor and Department and shall be entered into Contractor's web-based Software and accessible by both the Department and Contractor. Parameters may only be changed with written approval of Department staff. For quality control purposes, all changes made to the case plans shall be date and time stamped by the Software for possible audit review and historical accuracy.

#### **Deliverable 5      Case Plans Updated**

Case plan changes shall be maintained in Contractor's database throughout the Term of the Agreement.

#### **Task 6      Active Case Management-OMP Participants**

Contractor shall provide Active Case Management for select OMP Participants designated by Department. Contractor shall be responsible for ensuring program compliance by all OMP Participants. Contractor shall maintain and update an electronic case file that at a minimum consists of the referral, initial assessment data, including program goals, ongoing case plans, progress reports, and other program data related to the OMP Participant. The case file shall be updated periodically, based

upon meetings with the OMP Participant and other follow-up activities, to reflect current program data for the OMP Participant based upon performance in the program. As applicable, Contractor shall collect employment and school verification documentation and maintain this data in the case file. Case file monitoring performance records consisting of case notes, contacts, follow-up activities, and other case file data shall be accessible to the Department via Contractor's web-based Software. The complete case file shall be available from Contractor's database and accessible by the Department at all times. Contractor shall ensure that all OMP Participant data is kept confidential. Contractor shall provide an audit trail of all accesses to the case files.

Contractor case managers shall:

- Monitor and/or verify OMP Participant's activities; establish and maintain curfew schedules
- Participate in program activities, such as monitoring participation in programs
- Notify the Department of non-compliance by OMP Participants
- Meet with OMP Participants as requested on the referral
- Attend periodic status meetings with the County Project Manager
- Testify in court, when requested by Department or otherwise ordered by the court

Contractor's case managers shall meet face-to-face with OMP Participants as necessary; however, these meetings shall be at least once per month but not more than once a week. The frequency of meetings shall be determined by Department in conjunction with Contractor on the basis of the OMP Participant's pre-release risk assessment. At meetings, Contractor's case managers shall, at a minimum, review the OMP Participant's monitoring activity, collect documentation for all of the OMP Participant's outside activities, check the Equipment for signs of tampering, and review the OMP Participant's curfew schedule. Results from these meetings shall be maintained in the OMP Participant's electronic case file within twenty-four (24) hours of time of the meeting.

**Deliverable 6      Active Case Management Services and Documentation  
Delivered**

Contractor shall deliver and document Active Case Management services for select OMP Participants designated by Department.

**Task 7      Terminate Participants and Manage Returned Equipment**

The Department will send a termination notice to Contractor notifying Contractor of a Participant's termination in the program via website login

or secondarily by email or telephone with fax follow-up confirmation when possible twenty-four (24) hours in advance of Participant's termination date. Contractor shall terminate Participants from Contractor's web-based Software based upon the date of termination provided by the Department. Upon completion of this process, the OMP Participant shall either be released or returned to custody.

Contractor shall be responsible for the preparation of a completion report within one (1) Business Day from the termination date stated on the termination notice. The completion report shall include, at a minimum, Participant's name, booking number, date and time of termination, and reason for termination. The Participant shall no longer appear as an active Participant in Contractor's database once participation in the program has been terminated.

As a condition of the release and program completion process, Participants will be required to return Equipment to Contractor. Contractor shall be responsible for securing the return of the Equipment. Contractor shall remove Tracking Devices and retrieve any and all Equipment at a time and place designated by Department. However, County reserves the right to remove the Tracking Device from the Participant if needed at County's sole discretion. County shall not be responsible for any loss, damage, or misuse of the Equipment by the Participants or the Department throughout the Term of the Agreement.

#### **Deliverable 7      Terminated Participants and Returned Equipment**

Contractor shall terminate Participants, remove Participant from Contractor's active database within 24 hours from date of termination, and manage returned Equipment throughout the Term of the Agreement.

#### **Task 8      Provide Web-Based Query Access**

Contractor shall provide the Department with web-based query access to Participant data, as further described in Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW and elsewhere in the Agreement. Contractor shall provide County Designated Users with Internet-browser secure, password-protected access to Participants' monitoring and tracking data, including enrollment, notifications, reports, and other data through on-line queries and update screens.

Application user accounts will be managed by Department Custody Classification staff members, but the Department would like to move to Global Federated Identity and Privilege Management (GFIPM) in the future. Contractor's Software shall be GFIPM compatible either upon

execution of the Agreement or within the six (6) months of execution of the Agreement. Contractor shall maintain a centralized database with web-based access using Contractor's Software. This capability shall provide the authorized Department staff with a mechanism to manage the program by being able to directly access the monitoring and tracking data using standards-based electronic information exchange to provide the justice community with timely, accurate, complete, and accessible information in a secure and trusted environment. For those Participants with GPS electronic monitoring, Contractor shall provide access to geographical displays using mapping software.

System performance requirements for web-based queries are specified in Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, and Attachment B-3, Service Level Compliance Matrix, of this SOW. Non-compliance of web-based query access system performance requirements shall be subject to the fees as defined in Attachment B-3, Service Level Compliance Matrix, of this SOW.

**Deliverable 8      Web-based Query Access Provided**

Contractor shall provide web-based query access to Participant data consistent with the Requirements identified throughout this SOW, including Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix and Attachment B-3, Service Level Compliance Matrix, of this SOW.

**Task 9      Conduct Periodic Status Meetings**

Contractor shall meet with County Project Manager on a weekly, or as required, basis to review status, goal achievement, plans, and issues as a means to assess progress and to ensure that the LACOMS program is meeting the Department's objectives.

**Deliverable 9      Periodic Status Meetings Attended**

Contractor shall meet with County Project Manager as required to review project status, plans, and issues.

**Task 10      Generate Management Reports**

Contractor's web-based Software shall enable the Department to generate and review monitoring/tracking reports on-line, and to print reports in pdf format when necessary.

The reports shall include, but shall not be limited to, the following:



(1) Daily Status Reports

Comprehensive daily status reports shall be available consisting of chronological lists of all compliant and non-compliant activity for each Participant, including date and time of occurrence. The daily status reports shall also include Participant's name, curfew schedule, Monitoring Center and/or case manager comments, references to any alerts, and Equipment description.

(2) Alert Reports

Alert reports shall be provided on demand consisting of active Participants being electronically monitored with listings by type of alert for those Participants who had at least one (1) alert. Both compliant and non-compliant data shall be listed for those Participants who had at least one (1) alert.

(3) Summary Management Workload Reports

Statistical reports shall be provided on a daily, weekly, monthly, and annual basis summarizing number of enrollments, number of terminations, average length of stay in program, number of alerts subdivided by the number and percentage of each alert type, number of contacts subdivided by the number and percentage of each contact type, and related summary statistics.

(4) Other Reports

Other management and statistical reports, such as the number of Equipment failures and number of Participants by type of offense, shall be available from the System. Other existing standard reports provided by Contractor's existing System Software shall be made available to County Designated Users.

Final report structure and content shall be agreed upon by both parties. As specified in Reference Numbers S12.0 and S13.0 of Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix, of this SOW, Contractor shall provide at the Department's option, new customized reports at no additional cost to County. Every field of data in the Participant database can be queried as necessary for reporting purposes. Reports shall include both automatic and on demand reports. The management process for requesting customized reports by Department and the time frame for delivery of a customized report by Contractor subsequent to request shall be agreed upon by Department and Contractor and documented in the PCD.

Additionally, the capability to generate an extract file, downloadable to the Department with program data available for local analysis of program outcomes shall be provided with the management processes and time frames documented in the PCD. All Participant data in the database shall be available for download. Parameters for download shall minimally include all Participants for a specified date range and a single Participant based upon Participant booking number.

**Deliverable 10      Management Reports Developed and Delivered**

Contractor shall develop and deliver standard and customized management reports, including but not limited to daily status reports, alert reports, and summary management workload reports.

**Task 11      Deliver Training and Documentation**

Contractor shall provide Training Services to train Department staff in all aspects of using the System based upon the training plan specified in the PCD. Contractor shall prepare and deliver training to Department staff, which shall include an overview of Contractor's Hardware, Software, and Services. Training Services shall include instructions in the use of the on-line query, update, navigation, mapping capability, report generation, and other functions of the Software. Four (4) training sessions shall be held at Department premises designated by the Department. One (1) additional training session shall be held at Department premises designated by the Department every six (6) months. Training materials and Documentation shall be made available to support on-going training requirements and day-to-day use of the System capabilities.

Contractor shall additionally provide webinar training sessions on an on-going basis at the request of the Department, at no additional cost to County. These webinar training sessions will be scheduled on demand and tailored to the Department's training needs. Although tailored to the Department's needs, Contractor's training shall include the following topics: (a) product overview, (b) installation procedures, (c) troubleshooting, (d) on-line access and data entry, (e) report generation, (f) inclusion and exclusion zones, (g) special queries and ad hoc reports, and (h) provision of equipment for trial demonstration.

**Deliverable 11      Training and Training Materials Prepared and Delivered**

Contractor shall prepare and deliver training and training materials as specified in Task 11, Deliver Training and Documentation.

**Task 12      Develop and Implement Interface to Department's Jail Management System**

Contractor shall develop and implement a customized xml interface with the Department's jail management system, a relational database application, to initially populate Participant's demographic and other enrollment data from the Department's jail management system. The jail management system is RAJIS (Replicated Automated Jail Information System). A technical overview of the relevant interface components is provided in Attachment B-2, XML System Interface with RAJIS, of this SOW, for reference purposes. The Department's key identifiers, booking number, and CII number will be required in the LACOMS database to identify Participants. The interface will ensure that existing data required for the enrollment process does not require redundant data entry in the LACOMS database.

The XML interface shall be developed and implemented using web services. The web services interface will initially be implemented to support the one-way transfer of data from the Department's jail management system to the Contractor's database but will be designed to support bi-directional transfer of data and, at the Department's option, may also be utilized at a later point in time for the transfer of Participant data to the Department's designated database.

Department will provide Contractor with the technical specifications to support the development and implementation of the interface consistent with Attachment B-2, XML System Interface with RAJIS, of this SOW. Upon completion of technical specifications jointly developed and documented by Contractor and Department, the customized interface shall be implemented within three (3) months. The project schedule for development and implementation of the XML interface shall be documented in the PCD.

**Deliverable 12      Customized XML Interface Developed and Implemented**

Contractor shall develop and implement a customized interface with the Department's jail management system.

**4.0      WARRANTY AND MAINTENANCE SUPPORT**

**4.1      Hardware Warranty and Maintenance**

Contractor shall provide Warranty and Maintenance Support for all Hardware throughout the Term of the Agreement at no additional cost to County. All Hardware and hardware components furnished by Contractor shall be first inspected by Contractor and any Deficiency corrected prior to

installing on a Participant. The Department, at its option, may request verification of Contractor's inspections, or re-inspect any Equipment previously inspected by Contractor. Inspections may include, but not be limited to, examination for quality of workmanship, neatness, and compliance with Requirements of the Agreement and manufacturer specifications. The Department reserves the right to reject any Hardware, materials, and/or workmanship not in conformance with the foregoing.

Contractor shall maintain and provide spares and consumables for Equipment. Contractor shall, as necessary, perform service calls on Equipment and/or replace the Equipment in the field.

Contractor shall warrant all Hardware and hardware components provided. Contractor shall further warrant that Hardware originally provided is new or in good working order, and shall be free from Deficiencies in workmanship and materials. The Hardware provided shall operate and conform to the Requirements, performance capabilities, specifications, functions, and other descriptions and standards applicable thereto as more fully set forth in the Agreement.

Contractor shall notify Department staff, who will be identified in writing after execution of the Agreement, within fifteen (15) minutes of exactly when a known failure, malfunction, security breach, or Deficiency occurs and within one (1) hour of when it is resolved. Contractor shall within twenty-four (24) hours of knowledge of a Deficiency:

- a) Repair or replace the Hardware, or any part thereof which fails to function according to Contractor's or manufacturer's specifications or the Requirements set forth in the Agreement. Department, at its option, can require replacement rather than repair of Hardware that malfunctions. Hardware repair and replacement shall be provided at no additional cost.
- b) Correct any Deficiencies or errors in any portion of the System which fails to conform to the Requirements or specifications, including, but not limited to, making such additions, modifications, or adjustments to the System as may be necessary to keep it operating in conformance with the warranties herein, and correct Deficiencies, errors, or omissions in the System provided herein.

The Hardware and related Services shall conform to the standards generally observed in the industry for similar hardware and services, and the Services shall be performed in a timely manner by qualified Contractor staff.

#### 4.2 Software Warranty and Maintenance

Contractor shall provide Warranty and Maintenance Support for all Software throughout the Term of the Agreement at no additional cost to County. Warranty and Maintenance Support for Software shall include:

- On-line and/or telephone technical support available seven (7) days a week, twenty-four (24) hours per day
- Contractor shall resolve any Software Deficiency identified by Department within one (1) hour of notice to Contractor or specify a workaround and the time required to resolve the Software Deficiency
- Contractor shall notify Department immediately upon identifying a Software Deficiency and such Software Deficiency shall be resolved within one (1) hour of notice of Software Deficiency to Department or a workaround will be provided to Department together with the time required to resolve the Software Deficiency.
- Installation of Updates/upgrades to the latest version of Software as part of preventative maintenance. Contractor shall notify the Department of any Updates/upgrades that become available during the Term of the Agreement, and Contractor shall install any such Update/upgrade at any time during Term of the Agreement, at no additional cost. Contractor shall provide Updates to County within ninety (90) calendar days of release of an Update.
- Contractor shall track Software defects and Software Deficiencies and have Software patches released upon availability to address these defects and Deficiencies as part of the on-going Warranty and Maintenance Support under the Agreement. Contractor shall provide security patches to County within ten (10) calendar days of release of a security patches.

The Software provided shall, at a minimum, operate and conform to the Requirements, performance capabilities, specifications, functions, and other descriptions and standards applicable thereto as more fully set forth in the Agreement, and shall be free from programming errors and from Deficiencies in workmanship and materials. Contractor shall correct any Deficiencies or errors in any portion of the System which fails to conform to the Requirements or specifications, including, but not limited to, making such additions, modifications, or adjustments to the System as may be necessary to keep it operating in conformance with the warranties herein, and correct Deficiencies, errors, or omissions in the System provided



herein. Non-compliance of the Warranty and Maintenance Support for Software shall be subject to the fees as defined in Attachment B-3, Service Level Compliance Matrix, to this SOW.

The Software and related Services shall conform to the standards generally observed in the industry for similar software and services, and the Services shall be performed in a timely manner by qualified Contractor staff.

## **5.0 QUALITY CONTROL PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the Term of the Agreement. The plan may include, but shall not be limited to, the following:

- Activities to be monitored to ensure compliance with all Agreement requirements;
- Method of monitoring to ensure that all Agreement requirements are being met;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level of qualifications of Contractor staff performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

# **ATTACHMENT B-1 FUNCTIONAL AND TECHNICAL REQUIREMENTS, CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
M1.0	Contractor shall notify Department staff on a 24 hours per day/7 days a week basis when an alert has been generated. At the option of the Department, notification of Department staff shall be automatic or manual voice notification by Contractor staff member.
M1.2	Alert notifications shall be based upon parameters set forth by the Department as defined in the Alert and Notification Process items A1.0 through A3.3 of this Attachment B-1, Functional and Technical Requirements, Capabilities, and Features Matrix. Parameters for each type of alert include who the Department wants to be notified, the timing of notifications, and the preferred method of communication. As part of Task 1, Project Planning, of Exhibit B, Statement of Work, a Notification Requirements Matrix shall be established providing the parameters for each type of alert including who the Department wants to be notified, the timing of notifications, and the preferred method of communication. This Notification Requirements Matrix shall be automated with updates as required and serve as the default notification procedure for all types of alerts.
M2.0	The Monitoring Center staff shall be accessible to Department staff at all times through a toll-free telephone number for both monitoring support services and technical support. The toll-free telephone number shall be provided prior to the initiation of Work under this Agreement.
M3.0	The Monitoring Center is located within the continental United States of America. The primary Monitoring Center is located in Irvine, California and the redundant Monitoring Center is located in Atlanta, Georgia.

# ATTACHMENT B-1

## FUNCTIONAL AND TECHNICAL REQUIREMENTS, CAPABILITIES, AND FEATURES MATRIX

Reference Number	Functional and Technical Requirements, Capabilities, and Features
M4.0	<p>The Monitoring Center is secure against unauthorized entry and its contents is safe from theft or loss. The Monitoring Center is designed based on Underwriters Laboratory specifications and restricts access to authorized staff and data by upholding the following security standards: (1) enforces an electronic key card system for entryway access to both outside building and Monitoring Center, (2) uses multiple security systems including active video/audio systems, alarms system, and motion and fire detectors monitored by an outside security contractor for supervising the entryways, and (3) archives data daily and stores it in a secure location to protect against memory loss in case of power failure. Additionally, the Monitoring Center is equipped with a sophisticated security system designed to limit and control access while monitoring via Closed Circuit Television (CCTV) its immediate and surrounding areas. The Monitoring Center and secure web-based monitoring systems (accessible only via secure username and password) incorporate the latest in security measures. For security purposes, the Monitoring Center does not conduct any business with the general public as it contains Contractor's corporate office and monitoring center. Program Participants have no access to this facility. The CCTV equipment is installed in and around the Monitoring Center. The cameras are monitored and recorded 24-hours per day and surveillance tapes are labeled and archived for a period of 60 days. Every entrance to the Monitoring Center is under CCTV surveillance. In addition to the CCTV and electronic access, an independent security provider monitors the Monitoring Center's alarm system. If the facility is compromised or the supervisor's panic button is depressed, the local authorities are immediately notified.</p>
M4.5	<p>The Monitoring Center is equipped with a fully operational fire protection system. The Monitoring Center resides in an independently secured, climate-controlled facility with raised floors and a fully-operational fire suppression system with sprinkler system. Contractor uses multiple security systems including active video/audio systems, alarms system, and motion and fire detectors monitored by an outside security contractor for supervising the entryways.</p>
M5.0	<p>The System's monitoring functionality and data recording and storage have data redundancy and failover capability to ensure high availability of the System. The System is designed and implemented to ensure that Participant data is available ninety-nine point ninety-six percent (99.96%) of the time, excluding planned downtime. Contractor's secondary redundant Monitoring Center (Atlanta, Georgia) is fully operational and staffed during normal business hours and is capable of being promptly staffed 24 hours a day, seven (7) days a week in the event of a failure at the primary Monitoring Center (Irvine, California) warranting failover to the secondary/backup Monitoring Center.</p>

# **ATTACHMENT B-1** **FUNCTIONAL AND TECHNICAL REQUIREMENTS,** **CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
M6.0	Contractor has a contingency plan for movement of data to a backup monitoring system within four (4) hours following a monitoring system malfunction due to power failure, natural disaster, and/or human error. Contractor shall deliver to County Project Director contingency plan Documentation as specified in Task 1, Project Planning, of Exhibit B, Statement of Work.
M6.1	The System's monitoring and data recording and storage Equipment has forty-eight (48) hour battery back-up.
M6.2	In the event of a natural disaster, Contractor shall operate a secondary Monitoring Center in the continental United States within four (4) hours of the natural disaster. Contractor shall continuously maintain a redundant electronic Monitoring Center that are more than 500 miles apart for purposes of Disaster Recovery. Contractor's Monitoring Centers are located in Irvine, California and Atlanta, Georgia.
M6.3	Contractor provides data recovery capability such that no more than thirty (30) minutes of data is non-recoverable and has a recovery time objective to a secondary site of four (4) hours. Should a period of failover occur at the Monitoring Center, there will normally be no interruption in Participant monitoring with the Tracking Devices and no data lost from the Tracking Devices because data is stored until successfully transferred.
M7.0	The System has host intrusion detection software to monitor unauthorized activity and infrastructure and application security to prevent unauthorized access to the System. Multiple firewalls are deployed to keep outside computer users from interfering with the internal network operations and to also keep them from retrieving private information from other network computer systems. A firewall appliance is used to regularly monitor and review to be sure that the appliance is properly functioning and to monitor unauthorized activity. The appliance monitors all Internet traffic that goes in and out of the monitoring servers, to and from its ultimate destination to ensure that the data / traffic is adhering to the set rules that are in place on the Internet Firewall appliance. All changes to Participant or demographic information and/or monitoring data are saved within the System. Additionally, each Contractor employee has a specific database login credential that allows the performance of detailed audits on user access to all records in the database to confirm if unauthorized changes have been made.
M8.0	The System has a security monitoring system at multiple levels (e.g., firewalls). The monitoring system uses Internet security features, including 128-bit encryption, Secure Sockets Layer (SSL) and multiple firewalls to ensure the security of Participant data.

# **ATTACHMENT B-1** **FUNCTIONAL AND TECHNICAL REQUIREMENTS,** **CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
M8.1	Contractor shall provide the Department with Documentation of the System's data security infrastructure and security monitoring system. Contractor shall deliver this Documentation to County Project Director as specified in Task 1, Project Planning, of Exhibit B, Statement of Work.
M8.2	The System's data security system shall provide information on attempted intrusions and other relevant or useful information reported within two (2) hours to Department to enable further investigation and referral for an appropriate law enforcement response. These incidents will be reported to the designated Department staff.
M9.0	The System provides location tracking data at indoor locations with an accuracy of twenty (20) meters or less, ninety-five percent (95%) of the time. At the Department's option, the Tracking Device can be paired with a redundant home monitoring unit to improve accuracy of tracking a Participant at the residence where GPS tracking is impaired, at no additional cost to County.
T1.0	The Tracking Device receives and transmits signals as part of a Global Positioning System (GPS).
T1.0.1	The Passive Radio Frequency (RF) home detention base station receives signals from Tracking Device and transmits information to the Monitoring Center by telephone line either hard wired or cellular as Participant's domicile location dictates.
T1.1	The Tracking Device transmits Participant's data to the Monitoring Center.
T1.2	The GPS receiver is embedded within the Tracking Device.
T2.0	The Tracking Device is tamper-resistant including a tamper alert which transmits an alert signal when the device has been removed or if the strap is cut or otherwise tampered with.
T3.0	The Tracking Device is a small and lightweight device of non-metallic construction.
T3.1	The Tracking Device weighs no more than ten (10) ounces.
T3.2	The body-attached Tracking Device protrudes less than 40mm from the skin's surface.



# **ATTACHMENT B-1** **FUNCTIONAL AND TECHNICAL REQUIREMENTS,** **CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
T4.0	The Tracking Device is hypoallergenic, sealed, shock resistant, and water/moisture resistant.
T4.1	The ankle-worn Tracking Device utilizes a disposable 14" hypoallergenic and waterproof strap in order to be comfortable for the wearer from the moment of installation. The strap is designed with obvious markers every one half inch (1/2") indicating where the installer is to cut the strap prior to installation. Once properly installed on the Participant's ankle, the Tracking Device cannot be removed without compromising the strap and/or Tracking Device. Any attempts to cut or remove the strap will result in an alert.
T5.0	The Tracking Device is easy to install, and Contractor shall provide, as necessary, any and all tools required to install the Tracking Device. No special hand tools are needed for installation of the Tracking Device.
T6.0	The Tracking Device includes a rechargeable battery that lasts at least twenty-four (24) hours on one (1) full charge.
T6.1	The battery in the Tracking Device is fully rechargeable by Participant in one (1) hour, using a standard electrical outlet, 110V, to recharge the battery.
T6.2	The battery in the Tracking Device has an active life of at least eighteen (18) months and a shelf life of at least two (2) years. Contractor will provide technical Documentation to validate that the battery utilized meets these specifications as specified in Task 1, Project Planning, of Exhibit B, Statement of Work.
T7.0	The Tracking Device does not pose a safety hazard or a risk of harm or danger to, or other adverse impact on, the Participants or others.
T8.0	The Tracking Device operates at temperatures in the range of -20 degrees Celsius to +60 degrees Celsius.
T9.0	The Tracking Device records a location point at least once every sixty (60) seconds.
T9.1	The Tracking Device emits or downloads signals to the Monitoring Center at least once every ten (10) minutes, except for alert conditions which will be emitted immediately.

# **ATTACHMENT B-1** **FUNCTIONAL AND TECHNICAL REQUIREMENTS,** **CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
T10.0	The Tracking Device has a CPU and internal memory to store at least 2,880 GPS points representing approximately two (2) days worth of location and alert data if communication is disrupted for any reason. Retransmission shall occur immediately when connectivity is restored.
T11.0	The Software is capable of identifying a shielded Tracking Device and Contractor shall notify the Participant to inform them that the device is shielded and walk them through the process to unshield the Tracking Device.
A1.0	Contractor shall send alerts to one (1) or more Department staff via e-mail, text message, fax, and/or voice calls at the discretion of Department.
A2.0	Contractor shall notify specified Department staff as predetermined by Department within three (3) minutes or immediately, at the option of the Department, of an alert due to unauthorized entry into an exclusion zone, curfew violation, Equipment removal or tampering, or unauthorized absence from an inclusion zone.
A3.0	Contractor shall notify specified Department staff as predetermined by Department within fifteen (15) minutes or immediately, at the option of the Department, of an alarm due to Equipment malfunction or low battery condition. Contractor shall notify specified Department staff within one (1) hour of when the alert is resolved.
A3.1	Contractor shall notify specified Department staff, as predetermined by Department, within fifteen (15) minutes or immediately, at the option of the Department, of an alert due to location verification failure from GPS signal loss or Tracking Device communication failure due to cellular transmission loss. Contractor shall notify specified Department staff within one (1) hour of when the alert is resolved.
A3.2	Contractor shall notify specified Department staff, as predetermined by Department, within fifteen (15) minutes of an alert due to unauthorized movement of the stationary home detention device. Contractor shall notify specified Department staff within one (1) hour of when the alert is resolved.

# **ATTACHMENT B-1** **FUNCTIONAL AND TECHNICAL REQUIREMENTS,** **CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
S1.0	The Software, maintained by Contractor, provides add, update, and query capability of the Participant database by authorized County Designated Users. Participant data shall include, but not be limited to, enrollment data, case plans and case notes, inclusion/exclusion zones, curfew rules, alerts, historical and current location data, termination data, and other relevant data as determined by the Department. At the Department's option, new fields shall be added to the Participant database and made available for query and reporting functions at no additional cost to County.
S2.0	Participant data in the Participant database is accessible by authorized County Designated Users in a secure web-based HTTPS environment.
S2.1	The Software shall allow user accounts to be established by a limited number of authorized Department staff with System administration privileges. Application user accounts will be managed by Department staff members, but the Department would ideally like to move to Global Federated Identity and Privilege Management (GFIPM) in the future. The Software shall be GFIPM compatible either upon execution of the Agreement or within six (6) months of execution of the Agreement.
S3.0	The Software shall store and retrieve the location, direction, latitude and longitude, and speed of movement of Participants based upon data received from the Participants' Tracking Devices, at any given time of the day from any internet-enabled device.
S4.0	The Software shall automatically evaluate incoming data for a Participant from a Tracking Device to determine if an alert should be activated based upon predefined rules in the database. The predefined rules will be established by the Department and updated in the database by Contractor. At the Department's option, authorized trained Department staff may update the predefined rules in the database.
S5.0	The Software shall provide Monitoring Center staff and Department staff with the tools to track and evaluate alerts and support the notification of Department staff based upon predefined rules.

# **ATTACHMENT B-1** **FUNCTIONAL AND TECHNICAL REQUIREMENTS,** **CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
S6.0	Alert notification to the Department, of actual or suspected violations by Participant shall include, but not be limited to, Participant's name, CII number, booking number, date and time of alert, type of alert, and follow-up action, if any, taken by Monitoring Center staff. Report formats shall be modified, if required, to ensure compliance with Department's requirements.
S7.0	The Software shall allow for assignment of inclusion and exclusion zones and associated curfew times for individual Participants. Template zones can be created applicable to a defined group of Participants such as areas around playgrounds or schools. The Software allows for the input of multiple curfews for each day of the week and supports permanent and temporary schedules without having to delete any schedule information.
S7.1	An unlimited number of zones are allowed for an individual Participant with allowable times associated with each zone.
S7.2	Inclusion and exclusion zone data entry by Contractor allows the capability to draw points to form circles, squares, rectangles, and polygons based upon inclusion and exclusion zone data provided by Department. At the Department's option, authorized Department staff may update inclusion and exclusion zones in the database.
S7.3	The Software shall allow Department staff responsible for supervising the Participant to set their notification parameters based upon rules on an individual Participant basis. When an alarm occurs, the Monitoring Center staff shall respond based upon the protocols for contacting Department staff. As defined in reference number M1.2, the Software allows for the creation and maintenance of the Notification Requirements Matrix.
S8.0	The Software provides web-based queries of current and historical data for an individual Participant inclusive of the data sets identified in S1.0 above. Query parameters shall minimally include Department-supplied identification numbers and Participant name. At the Department's option, any and all other data fields in the Participant database can be queried as necessary for reporting purposes at no additional cost to County.
S9.0	The Software indexes Participant data on the following key fields:  (a) Booking number (unique to each stay in Custody); and

# **ATTACHMENT B-1 FUNCTIONAL AND TECHNICAL REQUIREMENTS, CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
S9.1	(b) CII number (unique to each Participant based upon positive identification).
S10.0	The Software provides web-based queries of:  (a) alerts by type for a specified date and time range; and
S10.1	(b) individual Participants at a location for a specified date and time range. This functionality shall also include the capability for Event Detection queries. Event Detection queries allow the Department to locate individual Participants that were around a specified location for a given time period and distance range.
S11.0	The Software mapping component shall provide the capability to display street maps and aerial maps of Participant locations through the web-based user interface based upon user-specified parameters. The Software provides three (3) levels of mapping options including satellite images, street maps, and hybrid maps (satellite images overlaid with street maps). The user can change the display view at any time while viewing the Participant's locations.
S11.1	The mapping component of the Software shall track movement history of a Participant including the capability to replay tracking history by date and time with rewind and fast forward functionality that displays a time series of Participant movements for the specified time period.
S11.2	The mapping component of the Software shall provide the capability to re-size and reset inclusion and exclusion zones using x, y coordinates.
S11.3	The mapping component of the Software shall provide the capability to display street names, schools, freeways, and landmarks.
S11.4	The mapping component of the Software shall provide the capability to pan and zoom in/out the position of the Participant.
S11.5	The mapping component of the Software shall provide the capability to print selected maps.



# **ATTACHMENT B-1 FUNCTIONAL AND TECHNICAL REQUIREMENTS, CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
S11.6	The mapping component of the Software shall provide the capability to view the movement of multiple Participants at the same time. At the Department's option, Contractor shall provide customized system view reports at no additional cost to County.
S12.0	The Software provides (1) daily electronic status reports, (2) alert reports on demand, (3) management summary statistical workload reports, and (4) group reports on a daily, weekly, monthly, and annual basis summarizing enrollments, terminations, average length of time in the program, alerts, contacts, as well as other related reports as defined in Task 10, Generate Management Reports. Exhibit B, Statement of Work. These reports shall include both "automatic" and "on demand" reports. At the Department's option, Contractor shall provide new customized reports at no additional cost to County.
S13.0	The Software shall support the generation of ad-hoc reports with a Department user-defined parameter screen. Every field of data in the Participant database can be queried as necessary for reporting purposes. Any customized reports shall be provided to Department at no additional cost to County.
S14.0	Response time for all standard web-based transactions shall average two (2) seconds or less during peak time usage of the System. Complex queries involving multiple Participants and/or real-time instant locations may require up to 30 seconds to several minutes to process.
S15.0	New releases or patches to the Software are remotely upgradeable to the Tracking Devices.
S16.0	Contractor shall develop a timeout function to timeout users after fifteen (15) minutes of no activity as defined and specified in the PCD prepared in Task 1, Project Planning, of Exhibit B, Statement of Work.
D1.0	Participant data shall be maintained in the System database for twelve (12) months after Participant termination and is available to Department staff through the regular web-based query process.

# **ATTACHMENT B-1** **FUNCTIONAL AND TECHNICAL REQUIREMENTS,** **CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
D1.1	All System data for Participants that have been terminated for twelve (12) months shall be electronically archived and maintained in the archives until Department requests that System data be purged. Contractor provides a mechanism for archived data to be retrieved, as needed, by Department staff.
D1.2	Archived data shall be purged only upon Department request and shall be transferred to the Department via removable storage or agreed-upon storage media upon Department request at no additional cost to County.
D2.0	System data is accessible through password-protected, role-based user accounts with a minimum of three (3) levels of user accounts available to County Designated Users as defined by the Department. These user account levels include, at a minimum, the following: (a) system administrator role with full System access including updates to reference tables, (b) end user role with update privilege to Participant data, and (c) end user role with query access only. System administrator and manager of user accounts will be the responsibility of Department Custody Division.
D3.0	The Software is capable of exporting (downloading) data to the Department for local analysis purposes upon Department request based upon query parameters of date range, location, and/or Participant ID parameters. Data that is downloaded shall be encrypted using 128-bit encryption.
D4.0	All System data communicated and transferred between Contractor and Department staff is encrypted using 128-bit encryption.
D5.0	Contractor shall operate a System of continuous electronic monitoring with prohibitions against unauthorized access to and use of Participant data by any individual. Contractor shall provide Department with Documentation that defines how Contractor prohibits, detects, and reports unauthorized access to the System.

**ATTACHMENT B-1  
FUNCTIONAL AND TECHNICAL REQUIREMENTS,  
CAPABILITIES, AND FEATURES MATRIX**

Reference Number	Functional and Technical Requirements, Capabilities, and Features
D6.0	<p>Prior to commencement of Work or access to Participant data, Contractor advises, in writing, each of its employees, agents, and subcontractor employees performing Work or having access to Participant data under the Agreement, of the confidentiality requirements associated with Criminal Offender Record Information (CORI), including the potential for criminal penalties should confidential information be released to unauthorized persons. (See Section 3.0, Confidentiality, of Exhibit A, Additional Terms and Conditions, of the Agreement). The following forms shall be completed as applicable, Exhibit J, Supplemental Confidentiality of CORI Information; Exhibit E1, Contractor's Employee Acknowledgement and Confidentiality Agreement; and Exhibit E2, Contractor's Non-Employee Acknowledgement and Confidentiality Agreement, of the Agreement.</p>

## **ATTACHMENT B-2**

### **XML SYSTEM INTERFACE WITH RAJIS**

This Attachment B-2 (XML System Interface with RAJIS) to Exhibit B (Statement of Work) provides an overview of the System interface requirements. Contractor shall provide a System interface to enable the electronic transfer of enrollment data from the Department's jail management system to Contractor's System application software database. The objective is to minimize redundant data entry by users at time of enrollment and reduce data entry errors resulting from manual re-entry of key data elements. The remote-hosted System application software will require a secure access to limited data originating in the Department's Replicated Automated Jail Information System (RAJIS) and residing in the Demilitarized Zone (DMZ) at the Department's Data Center.

The jail management system database is Oracle. Contractor shall securely access relevant enrollment data through a secure web services interface. Upon entry of a booking number in the System, the web services interface will be invoked to initially populate partial enrollment data available in RAJIS. Upon authentication, data will be transferred to the System application software database server at Contractor's site.

In Table B-2.1 below, possible data elements for inclusion in the interface are identified including name, type, and description. This list will be modified with inclusions and exclusions based upon Contractor's application software database and enrollment data entry requirements in the System.

**Table B-2 .1**  
**Possible System Interface Data Elements**

<u><b>Name</b></u>	<u><b>Type</b></u>	<u><b>Description</b></u>
BOOKING_NO	N(9)	Booking No
BKG_INMATE_FIRST_NAME	X(12)	Inmate First Name
BKG_INMATE_LAST_NAME	X(15)	Inmate Last Name
BKG_INMATE_MIDDLE_NAME	X(9)	Inmate Middle Name
BKG_INMATE_SUFIX	X(3)	Suffix (Jr, Sr, I, II, III etc.)
INMATE_ADDR_APT_NO	X(5)	Apartment number
INMATE_ADDR_CITY	X(20)	City - Free form
INMATE_ADDR_ST	X(2)	State
INMATE_ADDR_STREET_DIR	X(2)	Street direction
INMATE_ADDR_STREET_NAME	X(20)	Street name
INMATE_ADDR_ZIP	9(5)	Zip - free form
INMATE_PHONE_NO	9(10)	Telephone number (area code + 7 digits)
INMATE_STREET_NO	X(10)	Street number
MONTHS_AT_CURR_RES	9(2)	Months at current residence

<u>Name</u>	<u>Type</u>	<u>Description</u>
YRS_AT_CURR_RES	9(2)	Years at current residence
EMP_AT_TIME_OF_ARR	X.	Employed at time of arrest
EMP_EMP_APT_NO	X(5)	Employer Apartment
EMP_EMP_CITY	X(20)	Employer City
EMP_EMP_PHONE	9(10)	Employer location (area code + 7 digits)
EMP_EMP_STATE	X(2)	Employer location
EMP_EMP_STREET_DIR	X(2)	Employer location
EMP_EMP_STREET_NAME	X(20)	Employer location
EMP_EMP_STREET_NO	X(10)	Employer location
EMP_NO_OF_MONTHS	9(2)	Employment Duration
EMP_NO_OF_YEARS	9(2)	Employment Duration
BKG_AGE	9(2)	Inmate's age
BKG_CII_NO	X(9)	CII number (State ID Number)
BKG_DATE_OF_BIRTH	DATE	Inmate's Date of Birth
BKG_DRIV_LIC_NO	X(8)	Drivers License number
BKG_DRIV_LIC_ST	X(2)	State which issued DL
BKG_EYES	X(3)	Eye color - validated
BKG_HAIR	X(3)	Hair color - validated
BKG_HEIGHT	X(3)	Inmate's height (300 - 811)
BKG_OCCUP_CODE	X(2)	Validated from OCCUPATION-LOOKUP table
BKG_RACE	X.	Race



**ATTACHMENT B-3**  
**SERVICE LEVEL COMPLIANCE MATRIX**

ITEM NO.	SERVICE LEVEL REFERENCE	SERVICE LEVEL COMPLIANCE DESCRIPTION	NON-COMPLIANCE DEDUCTIONS/FEEES TO BE ASSESSED
1	Exh B, SOW, Task 4, Attachment B-1, Ref No. M5.0	System shall be available 99.96% of the time other than planned downtime. System availability for any month shall be defined as the number of minutes the System is accessible to County Designated Users via the web divided by the total number of minutes in the month.	For any month in which system availability is less than 99.96% excluding planned downtime, the following fees shall be assessed: (1) Between 98% and 99.95%, fee of \$1,000, (2) Between 95% and 98%, fee of \$2,000, (3) Between 90% and 95%, fee of \$3,000, (4) Less than 90%, fee of \$5,000.
2	Exh B, SOW, Task 4, Attachment B-1, Ref No. M6.0, M6.2, and M6.3	In the event of System failure due to a natural disaster or other incident, unscheduled downtime shall not exceed four (4) hours.	For each event in which unscheduled downtime exceeds four (4) hours, the following fees shall be assessed: (1) Between 4 hours and 8 hours, fee of \$1,000, (2) Between 8 hours and 12 hours, fee of \$2,000, (3) Between 12 hours and 24 hours, fee of \$3,000, (4) Greater than 24 hours, fee of \$5,000.
3	Exh B, SOW, Attachment B-1, Ref No. A2.0	Department shall be notified within three (3) minutes of an alert due to unauthorized entry into an exclusion zone, curfew violation, Equipment removal or tampering, or unauthorized absence from an inclusion zone unless the three (3) minutes has been modified in the Notification Requirements Matrix in which case the modified time shall be substituted for the three (3) minutes for service level compliance.	\$1,000 for each occurrence.
4	Exh B, SOW, Attachment B-1, Ref No. A3.0	Department shall be notified within fifteen (15) minutes of an alarm due to Equipment malfunction or low battery condition. Contractor shall notify specified Department personnel within one (1) hour of when the alert is resolved unless the fifteen (15) minutes has been modified in the Notification Requirements Matrix in which case the modified	\$100 for each occurrence of failure to notify Department within fifteen (15) minutes of the alarm and \$100 for each occurrence of failure to notify Department of alert resolution within one (1) hour.

		time shall be substituted for the fifteen (15) minutes for service level compliance.	
5	Exh B, SOW, Attachment B-1, Ref No. A3.1	Department shall be notified within fifteen (15) minutes of an alert due to location verification failure from GPS signal loss or Tracking Device communication failure due to cellular transmission loss. Department shall be notified within one (1) hour of when the alert is resolved unless the fifteen (15) minutes has been modified in the Notification Requirements Matrix in which case the modified time shall be substituted for the fifteen (15) minutes for service level compliance.	\$100 for each occurrence of failure to notify Department within fifteen (15) minutes of the alarm and \$100 for each occurrence of failure to notify Department of alert resolution within one (1) hour.
6	Exh B, SOW, Attachment B-1, Ref No. A3.2	Department shall be notified within fifteen (15) minutes of an alert due to unauthorized movement of the stationary home detention device. Department shall be notified within one (1) hour of when the alert is resolved unless the fifteen (15) minutes has been modified in the Notification Requirements Matrix in which case the modified time shall be substituted for the fifteen (15) minutes for service level compliance.	\$100 for each occurrence of failure to notify Department within fifteen (15) minutes of the alarm and \$100 for each occurrence of failure to notify Department of alert resolution within one (1) hour.
7	Exh B, SOW, Attachment B-1, Ref No. S14.0	Response time for standard web-based transactions (excludes complex queries and real-time instant location queries) shall average two (2) seconds or less during peak usage. Response time shall be defined as the elapsed time from submission of a web-based query to the System to the time a response is received from the System on the web-enabled device.	\$1,000 for any day in which a sample of 50 or more standard web-based transactions exceed an average response time of two (2) seconds.
8	Exh B, SOW, Task 3	In the event of an unsuccessful connection for an RF Tethered Participant, Contractor shall make a home or jail facility follow-up technical service call within twenty-four (24) hours to remedy connection and/or monitoring issues.	\$1,000 for each occurrence of a failure to make a follow-up technical service call within twenty-four (24) hours to remedy connection and/or monitoring issues.

9	Exh B, SOW, Software Warranty and Maintenance	Telephone technical support is available seven (7) days a week, twenty-four (24) hours per day.	\$100 for each occurrence in which technical support is not available via a telephone call.
10	Exh B, SOW, Software Warranty and Maintenance	Resolution of any Software Deficiency identified by Department within one (1) hour of notice to Contractor or specify a workaround and the time required to resolve the Software Deficiency within one (1) hour of notice to Contractor .	\$1,000 for each occurrence in which resolution is not reached and a workaround has not been specified within one (1) hour of notice to Contractor.
11	Exh B, SOW, Task 10, Generate Management Reports	Contractor shall deliver customized reports to Department by the scheduled completion dates as agreed upon and documented based upon the management processes defined in the PCD.	\$1,000 for each occurrence of a customized report delivered to Department more than two weeks after the agreed upon scheduled completion date
12	Exh B, SOW, Task 12, Develop and Implement Interface to Department's Jail Management System	Contractor shall deliver Interface to Department by the scheduled completion date as agreed upon and documented in the PCD.	\$1,000 for each two week period that exceeds two weeks after the agreed upon scheduled completion date in the PCD for delivery of the Interface.

## EXHIBIT C

### PRICING SHEET

TYPE OF MONITORING	Daily Rate* per Participant Year 1 through Year 3	Daily Rate* per Participant Option Year One	Daily Rate* per Participant Option Year Two	Daily Rate* per Participant Six Month Option
<b>GPS with Cellular (with Active Case Management)</b>				
Quantity of 1-499	\$5.75	\$5.75	\$5.75	\$5.75
Quantity of 500 - 999	\$5.50	\$5.50	\$5.50	\$5.50
Quantity of 1000 or more	\$5.28	\$5.28	\$5.28	\$5.28
<b>GPS with Cellular (without Active Case Management)</b>				
Quantity of 1-499	\$3.69	\$3.69	\$3.69	\$3.69
Quantity of 500 - 999	\$3.59	\$3.59	\$3.59	\$3.59
Quantity of 1000 or more	\$3.43	\$3.43	\$3.43	\$3.43
<b>RF Tethered – Landline Connection</b>				
Quantity of 1-499	\$1.84	\$1.84	\$1.84	\$1.84
Quantity of 500 - 999	\$1.79	\$1.79	\$1.79	\$1.79
Quantity of 1000 or more	\$1.69	\$1.69	\$1.69	\$1.69
<b>RF Tethered – Cell Phone Connection</b>				
Quantity of 1-499	\$3.15	\$3.15	\$3.15	\$3.15
Quantity of 500 - 999	\$3.08	\$3.08	\$3.08	\$3.08
Quantity of 1000 or more	\$2.92	\$2.92	\$2.92	\$2.92

\*The Daily Rate per Type of Monitoring will be based on the **total** combined quantity of all Type of Monitoring units in service. The Daily Rate is an all-inclusive rate which includes, but not be limited to, all Services, Taxes, Equipment, Warranty and Maintenance Support, and unlimited access to Software by all County Designated Users.

## **EXHIBIT D**

### **CONTRACTOR'S EEO CERTIFICATION**

#### **LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM**



## CONTRACTOR'S EEO CERTIFICATION

Sentinel Offender Services, LLC

Contractor Name

201 Technology Drive, Irvine, CA 92618

Address

33-0928945

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

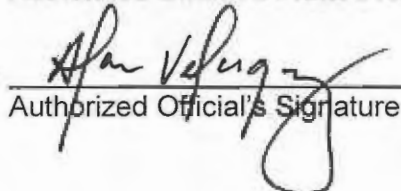
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |   |                             |
|--|---|-----------------------------|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Alan Velasquez, Vice President

Authorized Official's Printed Name and Title



Authorized Official's Signature

August 26, 2013

Date

**EXHIBIT E1**

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT  
AND CONFIDENTIALITY AGREEMENT**

**EXHIBIT E2**

**CONTRACTOR'S NON-EMPLOYEE  
ACKNOWLEDGMENT AND CONFIDENTIALITY  
AGREEMENT**

**LOS ANGELES COUNTY  
OFFENDER MONITORING SYSTEM**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

**EXHIBIT E1**

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name \_\_\_\_\_ Agreement No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

**EXHIBIT E2**

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name \_\_\_\_\_ Agreement No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgment and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

County of Los Angeles  
Sheriff's Department  
Sentinel Offender Services, LLC

Exhibit E2  
LACOMS

## **EXHIBIT F**

### **JURY SERVICE ORDINANCE**

#### **LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM**



## JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

### 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

### 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

## JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### 2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### 2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### 2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### 2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

## JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

### 2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

### 2.203.090. Severability.

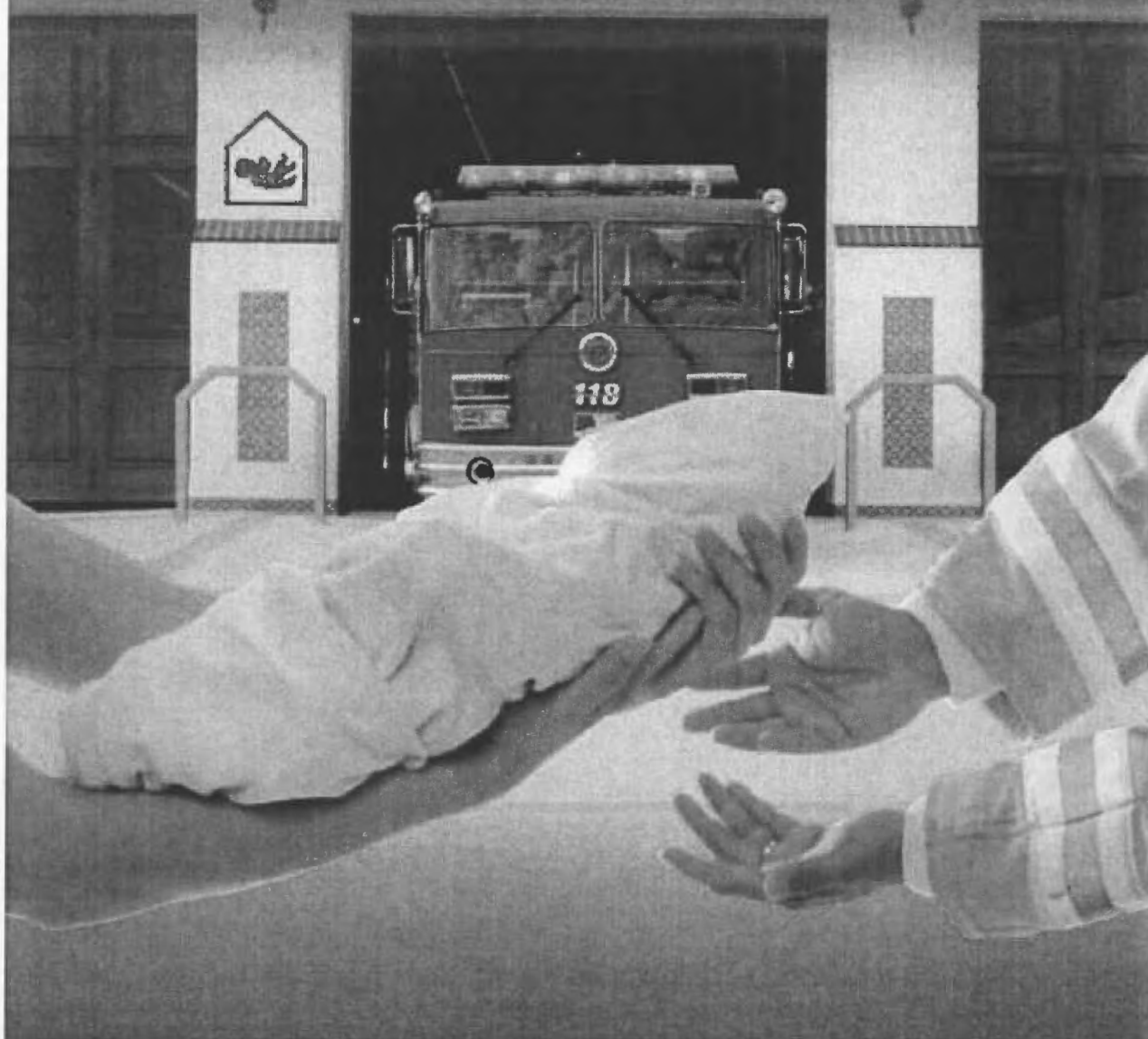
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **EXHIBIT G**

### **SAFELY SURRENDERED BABY LAW**

#### **LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

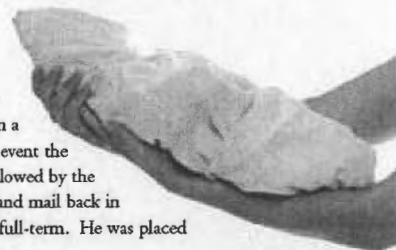
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

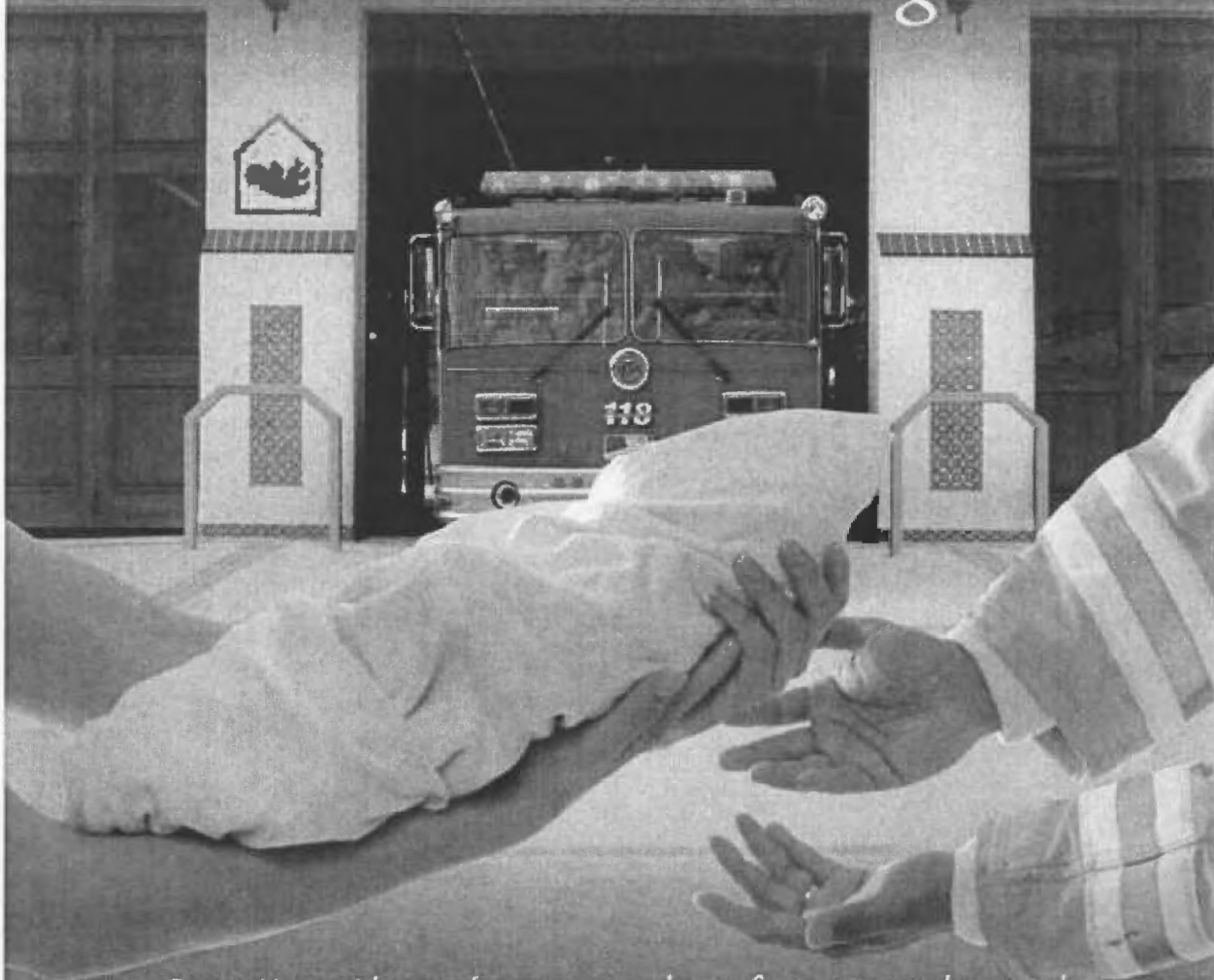
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafea.org](http://www.babysafea.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tras días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**EXHIBIT H**

**CONTRACT DISCREPANCY REPORT**

**LOS ANGELES COUNTY  
OFFENDER MONITORING SYSTEM**

## CONTRACT DISCREPANCY REPORT

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

DATES:      Prepared by County: \_\_\_\_\_      Received by Contractor: \_\_\_\_\_  
                 Returned by Contractor: \_\_\_\_\_      Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

COUNTY ACTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_



**EXHIBIT I**

**INTENTIONALLY OMITTED**

**LOS ANGELES COUNTY  
OFFENDER MONITORING SYSTEM**

**EXHIBIT J**

**SUPPLEMENTAL CONFIDENTIALITY OF  
CORI INFORMATION – LASD**

**LOS ANGELES COUNTY  
OFFENDER MONITORING SERVICES**

## **SUPPLEMENTAL CONFIDENTIALITY OF CORI INFORMATION – LASD**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention, or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of Contractor during the legitimate course of your duties, you may have access to CORI. The Los Angeles County Sheriff's Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with inmates or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Sheriff's Department is considered a breach of confidentiality, inappropriate, and unauthorized.

Any Contractor employee engaging in such activities is in violation of the Sheriff's Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the California Penal Code.

I have read and understand the Sheriff's Department's policy concerning the confidentiality of CORI records.

---

(Signature)

---

Name (Print)

---

Title

---

Date

A fully executed copy of this form shall be forwarded to the County Project Manager prior to commencement of Work under the Agreement.

## **EXHIBIT K**

**CONTRACTOR'S OBLIGATIONS AS A  
"BUSINESS ASSOCIATE" UNDER THE HEALTH  
INSURANCE PORTABILITY AND  
ACCOUNTABILITY ACT OF 1996 (HIPAA) AND  
THE HEALTH INFORMATION TECHNOLOGY FOR  
ECONOMIC AND CLINICAL HEALTH ACT  
(HITECH)**

**LOS ANGELES COUNTY  
OFFENDER MONITORING SYSTEM**

**CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND  
THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL  
HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Title XIII and Title IV of Division B of Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of



Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.  
The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment

or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:



- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

**2.4.3 Request for Delay by Law Enforcement.** Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

**2.5 Mitigation of Harmful Effect.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or

Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all

costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information

maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

### **OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

## TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
  - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
  - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible,



for so long as Business Associate maintains such Protected Health Information.

### MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.